

14-2491

United States Court of Appeals FOR THE SECOND CIRCUIT

BERTRAM HIRSCH, on behalf of themselves and all others similarly situated,

Plaintiff-Appellee,

IGOR ROMANOV, on behalf of themselves and all others similarly situated,

Plaintiff-Appellee,

v.

CITIBANK, N.A.,

Defendant-Appellant.

*On Appeal From The United States District Court
for the Southern District of New York*

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1 UNITED STATES DISTRICT COURT
2 SOUTHERN DISTRICT OF NEW YORK
-----x

3 BERTRAM HIRSCH and
4 IGOR ROMANOV,
5 on behalf of themselves and
6 all others similarly situated,

Plaintiffs,

v.

12 CIV 1124 (DAB)

7 CITIBANK, N.A.,

8 Defendant.
9 -----x

10 New York, N.Y.
11 January 27, 2014
12 10:10 a.m.

13 Before:

14 HON. DEBORAH A. BATTS

15 District Judge

16 APPEARANCES

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JOSEPH E. STRAUSS, ESQ.

(In open court)

THE COURT: Bertram Hirsch and Igor Romanov v.
Citibank, N.A. Are the defendants ready?

MS. STRICKLAND: We are, your Honor.

THE COURT: Julia Strickland and Joseph Strauss?

MS. STRICKLAND: Good morning, your Honor.

MR. STRAUSS: Good morning.

THE COURT: Good morning.

And are the plaintiffs ready?

MR. SPORN: Yes, we are, your Honor.

THE COURT: Samuel Sporn?

MR. SPORN: Yes.

THE COURT: And Mr. James Kelly.

MR. KELLY: Yes.

THE COURT: Good morning. Now, the Court had denied
the motion to compel arbitration, which was appealed to the
circuit, and the circuit vacated my opinion, giving me specific
instructions to see whether indeed the document that is the
client manual had been delivered to the plaintiffs, among other
things.

Now, it is the defendants' motion to compel
arbitration. How do you wish to proceed this morning?

MS. STRICKLAND: Your Honor, we are ready to proceed.
We're prepared to begin with opening statements. We do have a
witness to put on, in addition with a number of exhibits to

1 mark and have admitted as well as deposition testimony. And I
2 believe it's probably the same with the plaintiffs. Most of
3 the testimony has come in by way of deposition. And so we've
4 brought for your Honor binders of the exhibits as well as the
5 relevant deposition testimony, which we would be more than
6 happy to hand up.

7 THE COURT: OK. I may ask for it as it becomes
8 relevant. Is this in addition to the materials that were filed
9 on Friday?

10 MS. STRICKLAND: Your Honor, we filed a brief, I
11 believe, on Thursday.

12 THE COURT: On Thursday.

13 MS. STRICKLAND: Sometime either late Thursday or
14 Friday, yes, your Honor. But the deposition transcripts are
15 actually in the appendix we submitted. And frankly, I think
16 virtually everything is also in the appendix. The difference
17 between what we have here today is, we actually have an exhibit
18 binder for the hearing, as well as the deposition transcripts,
19 which have been highlighted to reflect the testimony that we
20 want to have admitted into connection with the hearing.

21 THE COURT: I see. And in terms of -- Mr. Sporn?

22 MR. SPORN: Just one thing. I don't think you put in
23 Sarraf deposition transcript, did you?

24 MS. STRICKLAND: We did not because we think it's
25 irrelevant.

1 MR. SPORN: Well, OK. It is the deposition that was
2 taken on the 16th, I believe it was. We have it and we do make
3 reference in the brief, actually. But it's contained.

4 THE COURT: I see.

5 MR. SPORN: There is a deposition of a Jacqueline
6 Sarraf, who was pursuant to Magistrate Court Cott's order, and
7 we took the deposition at Great Neck, and that was taken, I
8 believe, the day before the close on the 17th.

9 THE COURT: And what did she testify about?

10 MR. SPORN: She testified as to procedure, as to a
11 so-called regular procedure and policy of Citibank with regard
12 to what they should or should not be doing with regard to
13 opening accounts. She had been an assistant branch manager,
14 having served in several different branches for over a period
15 of 17 years. So she definitely is relevant to this case.

16 THE COURT: May I ask, was she a branch manager at the
17 time that either Mr. Hirsch or Mr. Romanov opened their
18 account?

19 MR. SPORN: No, she was not. At that moment she had
20 just come into the bank. I believe she was working at the time
21 that Mr. Hirsch came in and signed up with Citibank.

22 THE COURT: At that branch where he came in?

23 MR. SPORN: Yes.

24 THE COURT: All right. Well, that may, or may not
25 come into play.

1 Mr. Strauss, do you wish to say something about that?

2 MR. STRAUSS: Not really, your Honor.

3 MS. STRICKLAND: He was just getting excited, your
4 Honor.

5 MR. STRAUSS: Ms. Sarraf is a bank teller at
6 Citibank's Great Neck branch. Magistrate Judge Cott limited
7 her deposition testimony to one hour. She had never had any
8 responsibilities for opening consumer accounts at any branch.
9 She had no responsibility with respect to plaintiff Hirsch's,
10 the opening of plaintiff Hirsch's account. Quite frankly, your
11 Honor, her -- the one hour was one hour wasted. But if they
12 want to refer to her testimony, they can.

13 THE COURT: All right. Well then, shall we proceed in
14 some orderly fashion? Do you wish to make an opening
15 statement?

16 MS. STRICKLAND: Yes, your Honor.

17 THE COURT: Ms. Strickland.

18 MS. STRICKLAND: Thank you, your Honor. Good morning.

19 THE COURT: Good morning.

20 MS. STRICKLAND: And as you noted, we are here on
21 Citibank's motion to compel plaintiffs to arbitrate their
22 claims on an individual basis pursuant to the express terms of
23 the agreement governing their deposit accounts with Citibank.
24 The summary order and mandate of the Second Circuit remanded
25 this case, as your Honor observed, for a determination as to

1 the making of the parties' arbitration agreement.

2 In its order, the Second Circuit identified two issues
3 that are relevant to the hearing today: First, whether
4 Citibank has satisfied its burden to demonstrate a corporate
5 policy and practice requiring the provision of the agreement,
6 which is called the client manual, to customers' opening
7 accounts and whether plaintiffs received a copy of the client
8 manual; second, whether plaintiffs were on inquiry notice of
9 the existence and terms of that agreement between them and
10 Citibank.

11 THE COURT: Which agreement?

12 MS. STRICKLAND: The client manual between Citibank
13 and the plaintiffs.

14 THE COURT: So we are terming the client manual itself
15 as an agreement.

16 MS. STRICKLAND: We are, your Honor. And that is in
17 fact what it is.

18 THE COURT: Is this one of the exhibits that I have?

19 MS. STRICKLAND: It is, your Honor. And I can tell
20 you the exhibit number in the appendix. It is Exhibit F.

21 THE COURT: F as in Frank?

22 MS. STRICKLAND: F as in Frank, your Honor.

23 THE COURT: Thank you.

24 All right. Thank you.

25 MS. STRICKLAND: Thank you, your Honor. Your Honor

1 had ordered that the parties engage in discovery with respect
2 to the issues remanded by the Second Circuit. That discovery
3 was quite extensive, as your Honor already has had a preview of
4 with respect to the depositions submitted as well as the one
5 deposition taken and not submitted by us. That discovery,
6 together with the record already before this Court, Citibank
7 would contend, confirms the existence of a valid and
8 enforceable arbitration agreement between Citibank and
9 plaintiffs.

10 First, the evidence is absolutely beyond dispute that
11 Citibank's policy and practice was to provide clients with the
12 client manual at the time that the account was opened at a
13 Citibank branch. Citibank had a Rule 30(b)(6) witness called
14 by plaintiff. That witness's name is Nancy Lewis. Her
15 transcript was been provided to your Honor, plus there will be
16 provided to your Honor excerpts from that transcript that we
17 believe are relevant to the case. That 30(b)(6) witness --
18 Ms. Lewis is senior vice president and was in fact responsible
19 at the time of the account opening in October 2010 -- testified
20 that pursuant to Citibank's regular practice and procedure and
21 in fact its required practice and procedure, the client manual
22 is provided to all customers when they open a deposit account,
23 and that this same policy and practice is required and followed
24 at every single Citibank branch in the United States.

25 Furthermore -- and this is really important here --

1 the two bankers who actually opened the accounts of the
2 plaintiffs here, one in the Great Neck branch, Mr. Ashley,
3 Michael Ashley, and then one in the Marina del Rey branch in
4 California, Fazri Zubair, both testified that it was their
5 personal practice to always deliver the client manual at the
6 time of account opening, and that they consistently followed
7 the requirements of Citibank's policy and practice. Again,
8 that testimony is being provided to your Honor by way of
9 deposition excerpts.

10 Both Michael Ashley, who opened the count, and Fazri
11 Zubair testified to this. And today you'll also hear from
12 George Lotto, who was the branch manager of Citibank's Great
13 Neck branch at the time that Mr. Hirsch opened his account
14 there, and he too will testify that the personal bankers at his
15 branch consistently followed Citibank's policy and practice to
16 provide the client manual to all customers at the time of
17 opening the account, and that that practice in fact is
18 reinforced through end-the-the-day review meetings in which he
19 and the bankers reviewed the account openings and discussed how
20 best to serve Citibank's customers. There is simply no
21 evidence contrary to the fact that this is Citibank's policy
22 and practice and that it is adhered to.

23 Additionally -- and these were before your Honor when
24 we argued this the first time around, but now there is much
25 more evidence, of course -- the signature cards that each of

1 the plaintiffs unquestionably signed also confirmed that they
2 received the agreement. They say that they, quote, they agree
3 to be bound by any agreement governing any account opened in
4 the title indicated on this card.

5 THE COURT: Well, let me just stop you right there for
6 a second. It says that they agree to be bound, but it doesn't
7 say that they received the agreement.

8 MS. STRICKLAND: Your Honor, at a minimum it requires
9 inquiry notice of the existence of an agreement. That
10 signature card, as your Honor certainly observed, is very
11 short. And the line is right next to the signature line, which
12 these two gentlemen absolutely signed. And there's no dispute
13 about that. And it says they are bound, agree to be bound by
14 any agreement. And we'll get to this and you'll hear as well
15 today that Mr. Hirsch in fact testified at deposition that he
16 assumes that all of his bank accounts are subject to an
17 agreement. Well, the client manual is in fact that agreement.
18 And the testimony is that it was provided to customers.

19 THE COURT: And they know that this is an agreement
20 because of what?

21 MS. STRICKLAND: The very first paragraph in text -- I
22 mean, well, two answers to that. One is it's fairly obvious
23 when you look at it. It's, you know, a sort of typical bank
24 account agreement with, you know, a variety of terms and
25 conditions.

1 THE COURT: Why isn't it called an agreement as
2 opposed to "client manual"?

3 MS. STRICKLAND: Why it's called one versus the other
4 I can't comment.

5 THE COURT: I don't mean to say you should have to
6 comment, but my point, to a layperson, it is not clear to me;
7 when you're given a manual it's like how to do something,
8 doesn't necessarily suggest I am agreeing to what's in here.

9 MS. STRICKLAND: Well, let me answer your Honor's
10 question with an exact quote from the client manual, your
11 Honor. Literally the first paragraph of text in the client
12 manual, right under "general terms," it states, "When you open
13 a Citibank account, you are agreeing that your account will be
14 governed by this client manual." That's on -- it's page 5, but
15 it's literally the first paragraph of text.

16 THE COURT: No, I see it.

17 MS. STRICKLAND: And then it says, you know, it goes
18 on and on. It says, "This contains important terms and
19 conditions," etc. And this is the first sentence of text in
20 the document, that says, this is your agreement.

21 For these reasons, as the Second Circuit held in its
22 order, proof of a corporate policy requiring the provision of a
23 client manual establishing a presumption of receipt -- we feel
24 that the evidence that your Honor will be shown, as well as the
25 additional testimony from Mr. Lotto today, conclusively

1 presents it.

2 Not only has Citibank unquestionably established a
3 presumption that plaintiffs received the manual; that
4 presumption overcomes plaintiffs' mere denial of receipt.
5 Otherwise a party could casually ignore its contractual
6 obligations by simply denying that it received a copy of the
7 contract, despite all evidence to the contrary. In fact,
8 that's exactly what's happened here. As expected, plaintiffs,
9 who opened their accounts on the very same day at two different
10 branches in October 2010, testified that they never received
11 the client manual. Their denials, however, cannot overcome
12 proof of Citibank's policy and practice, as confirmed by the
13 Second Circuit's order. Indeed, Mr. Hirsch testified at
14 deposition, and he'll be here live today as well, but he's
15 already testified, that he received a number of documents when
16 he opened his account. However, and incredibly, Mr. Hirsch
17 also testified that, notwithstanding that he opened, or had
18 four accounts at that very same time at four different banks --
19 Capital One, Bank of America, Flushing Savings Bank, and
20 Citibank -- he had never received an agreement from any of
21 them, which is an incredible statement, given bank practices
22 and the fact that banks do have agreements governing the
23 account.

24 He in fact testified that he assumes that all of his
25 bank accounts are governed by an agreement. He is a lawyer --

1 and a very sophisticated lawyer at that. He has argued before
2 the Supreme Court. He is admitted to three or four or five of
3 the circuits of the federal courts. He is admitted before this
4 Court. He has testified he assumes that all of his bank
5 accounts are governed by an agreement. And he testified that
6 none of the four banks at that time period where he had
7 accounts ever provided him an agreement. Incredible statement.
8 Seemingly, Mr. Hirsch avoids receiving account agreements as a
9 matter of course, or his denial completely lacks credibility.

10 Mr. Romanov, whose testimony will come in by way of
11 the transcript, also denies receiving the client manual. But
12 he does admit receiving what he describes as a receipt after he
13 opened his account. Tellingly, that receipt has never been
14 produced in the litigation. In fact, Mr. Romanov testified
15 that he never even searched his files from 2010 in response to
16 Citibank's document requests, again putting his credibility
17 into serious question. There were document requests
18 outstanding to him, and his testimony under oath was, he never
19 looked for anything. But he remembers receiving a piece of
20 paper, but he didn't provide it to us.

21 Plaintiffs' other arguments fare no better.
22 Plaintiffs will argue that Citibank personal bankers cannot
23 recall specifically providing the client manual to plaintiffs
24 themselves. Well, this is hardly surprising three years after
25 the fact. And in fact there is no requirement that they do so

1 as a matter of law. It is sufficient, as the Second Circuit
2 noted, that they know that they consistently followed Citibank
3 policy and practice, which, as I said, is indisputably proven
4 in the record.

5 Plaintiffs will also argue that there is no proof that
6 they "actually received" the client manual. Pursuant to
7 Citibank's policy and practice, the signed signature cards
8 validate receipt. Furthermore, under settled precedent in this
9 circuit, specifically the *Meckel* case, personal knowledge of
10 regular office procedure and not actual delivery demonstrates
11 receipt.

12 Put simply, Citibank satisfies the presumption that
13 the client manual was provided by Citibank pursuant to its
14 regular practices and procedures, and was received by
15 plaintiffs. But even if this Court concludes that the
16 presumption of receipt has been rebutted by plaintiffs'
17 incredible denials, the evidence still establishes that proof
18 of receipt has been established by the preponderance-
19 of-the-evidence standard. It is more likely than not, based on
20 that standard, that plaintiffs received the client manual.
21 None of plaintiffs' arguments overcome the absolutely
22 indisputable evidence of Citibank's policy and practice.

23 Turning now to the second issue identified by the
24 Second Circuit, whether plaintiffs were on inquiry notice of
25 the existence of the client manual -- and, to put a finer point

1 on this, the proof of inquiry notice is actually an alternative
2 way of proving the existence of the arbitration agreement.
3 It's not supplemental to proving the policy and practice. It's
4 an alternative. So if we prove inquiry notice, there is proof
5 of an agreement.

6 As to inquiry notice, the evidence again is
7 overwhelming that the plaintiffs were not only on inquiry
8 notice, but also that they failed to make any inquiry as to
9 whether the client manual existed, any agreement existed, or
10 the terms. The standard in this circuit under the *Schmabel*
11 case is whether, quote, reasonable people in the position of
12 the parties would have known about the terms, end quote, of the
13 client manual. Plaintiffs' failure to inquire was not
14 reasonable.

15 As I noted, the plaintiffs are very sophisticated
16 consumers. Mr. Hirsch is a graduate of NYU Law School and is a
17 semi-retired attorney with over 40 years' experience. He
18 argued a case before the U.S. Supreme Court. He also admits
19 that he has had over 50 years of experience with bank accounts
20 and assumes that any bank account is governed by an agreement.
21 Mr. Romanov, while not an attorney, has owned or operated
22 numerous businesses, and also testified that he is well aware
23 that customers receive a contract when they open a bank
24 account. He also testified that one of his businesses is
25 providing advice to customers about -- to his clients about

1 financial matters. These are not unsophisticated people. And
2 both of them acknowledge that they know that bank accounts are
3 governed by an agreement. Nonetheless, they both testified
4 that they did not inquire about any agreement governing their
5 accounts, even though they had multiple opportunities to do so,
6 including when they opened their accounts.

7 First, as your Honor inquired about, the signature
8 card itself, which they indisputably signed, refers to an
9 agreement. But the testimony of each of them is, despite
10 receiving and signing the signature card, which is quite short,
11 they never inquired about any agreement referenced in the card.
12 So they saw the language that says you're bound by the
13 agreement, but neither of them said, well, what agreement is
14 this that I am bound by.

15 Secondly, one of the account documents Mr. Hirsch
16 admits receiving and reviewing at the branch at the very time
17 he opened the account also specifically references the client
18 manual, by name, "the client manual." But he testified that he
19 never inquired about the client manual despite receiving and
20 reviewing this document at the branch. Third, Mr. Romanov
21 received an account statement specifically referencing the
22 client manual. But he testified he never received a copy of
23 the client manual or requested it. Mr. Hirsch also says that
24 he received and reviewed his account statement, which refers to
25 its Citibank terms and conditions, but never inquired about

1 those terms and conditions.

2 And lastly, as is the knowledge that an agreement
3 would exist, which they have both admitted, the signature card,
4 and other opening documents referencing the client manual are
5 enough, plus the account statements, the airline miles
6 promotion that is actually what the case is about once we get
7 to the merits, which we have not gotten to yet, the airline
8 miles promotion that is the subject of the complaint and is
9 supposedly the reason why plaintiffs opened their accounts
10 expressly states that all accounts are subject to, quote,
11 applicable terms. Yet plaintiffs never inquired about the,
12 quote, applicable terms of their accounts.

13 Plaintiffs, the evidence amply shows, had notice of
14 circumstances sufficient to put a prudent man upon inquiry
15 pursuant to the standards set forth in the *Schmabel* case. But
16 they indisputably failed to make any inquiries whatsoever.
17 Plaintiffs cannot avoid their contractual obligations by
18 deliberately failing to inquire. That is the law.

19 Indeed, Mr. Hirsch testified that he generally is not
20 concerned about the terms and conditions governing bank
21 accounts unless a specific issue arises. Mr. Romanov testified
22 he is aware that customers typically receive a contract similar
23 to the client manual, but assumes he didn't need to receive
24 them because he already had an existing Citibank account.
25 Neither of these excuses is a basis for avoiding their

1 contractual obligations.

2 A few additional points. The Second Circuit also
3 stated that, quote, there is no evidence to indicate whether
4 new customers are alert to the facts that their accounts are
5 governed by the terms and conditions in the client manual.
6 That's at page 4 of the Court's order. However, as we talked
7 about, the first paragraph of text and indeed the first
8 sentence of text of the client manual clearly states that it is
9 an agreement and contains the terms and conditions governing
10 the account.

11 Furthermore, Citibank's personal bankers testified
12 that as part of Citibank's policy and practice, they actually
13 identified the client manual to customers during the
14 account-opening process and made themselves available to answer
15 any questions the customer might have regarding its provision.
16 Further -- and this is as a matter of law, it's not a factual
17 question -- there is no inquiry notice requirement specific to
18 arbitration agreements, and in fact there is settled Supreme
19 Court precedent -- specifically *Doctors Associates v.*
20 *Cassarato*, decided 1996, holding that any such requirement
21 would be preempted by the Federal Arbitration Act. So the
22 question of inquiry notice goes to whether the plaintiffs were
23 on inquiry notice of their agreement with Citibank, not whether
24 they were on inquiry notice of the arbitration agreement, which
25 is part of the account agreement. Citibank's personal bankers

1 were not required to point out the arbitration agreement, nor
2 were they required to as a matter of law. But, notwithstanding
3 that, the client manual clearly states that it includes an
4 arbitration agreement. It says this both up front, in the
5 table of contents, on page 8 of the client manual where
6 customers' attention is directed to the arbitration agreement,
7 and again, later in the manual, the arbitration agreement is
8 set forth in bold text. And the Citibank personal bankers
9 testified that as a matter of policy they would answer any
10 questions a customer might have, including regarding the
11 arbitration agreement.

12 As the evidence which we will put forth for your Honor
13 shows, Citibank easily satisfies its burden to demonstrate that
14 a valid arbitration agreement exists here, and Citibank would
15 submit, based on that evidence, as well as the briefing and the
16 substantial case law in this area, including many, many Supreme
17 Court cases at this point, submits that its motion to compel
18 arbitration should be granted.

19 Your Honor, I have some procedural matters. I don't
20 know if you would like to take them up now or --

21 THE COURT: Let's have the opening by plaintiff and
22 then we'll turn to your procedural matters.

23 MS. STRICKLAND: Thank you, your Honor.

24 THE COURT: Thank you, Ms. Strickland. Who is opening
25 for the plaintiffs?

MR. KELLY: Your Honor, James Kelly, opening.

THE COURT: You may proceed.

MR. KELLY: Good morning, your Honor.

THE COURT: Good morning.

MR. KELLY: James Kelly for plaintiffs.

We are here today, after Citibank appealed the basic order on contract law and misled the Second Circuit. They were told, after we repeatedly asked to the bank's counsel what other documents they had to show that plaintiffs received the client manual issued, Citibank's account stated that they could show that a privacy notice that plaintiff Hirsch stated that he received was actually attached to the client manual. And in discovery, it was discovered that Citibank does indeed have a separate privacy notice. And this is the privacy notice that plaintiff Hirsch received. And that is proof also that plaintiff Hirsch did not receive the client manual, because why would the Citibank representative open an account, provide him another privacy notice? Each privacy notice has the same terms and conditions contained in it. But he just gave him the privacy notice. He would have given him the client manual, which also includes the privacy notice, the same one. Why would he give a separate privacy notice?

So going on from there, another very important fact that came up is that the client manual that Citibank submitted to your Honor in support of their motion to compel, Citibank

1 now admits that that client manual was never provided to
2 plaintiffs. Citibank introduces a new client manual that they
3 say now, this client manual has been provided to plaintiffs,
4 with a different date than the prior client manual.

5 THE COURT: May I ask, Mr. Kelly, in terms of the
6 substance of the two manuals, is there any difference?

7 MR. KELLY: We were unable to do a compare, but it
8 appears that the arbitration provisions contained in there are
9 similar. But I show this to your Honor because it shows that
10 they don't even know what client manual is provided to
11 plaintiffs. They don't even -- you know, they're trying to
12 show your Honor their policies and procedures and that they
13 were followed, but they don't even know what client manual they
14 purportedly provided to plaintiffs.

15 And another very important evidentiary issue that I'd
16 like to inform your Honor is that the client manual that is
17 being submitted by Citibank is on an 8 1/2 by 11 document,
18 about 50 pages long. The fonts are very big. And we
19 repeatedly asked them for the original of the client manual.
20 And we have what is Citibank's current client manual, which
21 looks like this. The fonts are very much -- a lot smaller, and
22 it really shows that -- a big difference between the two
23 documents.

24 THE COURT: Now, Mr. Kelly, looking at Exhibit F, is
25 the font in Exhibit F any larger than the fonts on that current

1 folded-up client manual?

2 MR. KELLY: Yes.

3 THE COURT: So, in other words, you're telling me that
4 Exhibit F was blown up?

5 MR. KELLY: Actually, the fonts appear to be similar
6 in size, but the actual document itself is much more
7 conspicuous.

8 THE COURT: Compact.

9 MR. KELLY: Yes, much more compact. Citibank said
10 that they provide these, along with several other documents,
11 including a marketplace addendum and other offers and material,
12 in a welcome folder to their customers. So sticking this into
13 a welcome folder, it's a lot different than sticking a huge 8
14 1/2 by 11 document.

15 And plaintiffs have also testified they never received
16 this welcome folder. They never received the client manual or
17 the marketplace addendum. And they recall the specifics of the
18 day, including where they sat in the office, what was
19 discussed, what was provided to them, the actual documents
20 provided. They did not just flat out say, I did not receive
21 the documents. There's a lot of testimony from them concerning
22 that specific day, which the Citibank employees that opened up
23 their accounts can not testify to. They did not recall that
24 specific day. They did not recall meeting with plaintiffs.
25 They don't recall what documents they provided to plaintiffs.

1 THE COURT: But I think under the law they don't
2 necessarily have to, do they?

3 MR. KELLY: I believe they do not have to, but they
4 must show, based -- the presumption of receipt cases, those are
5 mailing cases that Citibank is latching on to here, and the
6 evidence shown in those cases are contemporaneous evidence
7 developed at the time or near the time of the transaction. For
8 instance, a federal -- concerning a particular document. So
9 they would say, oh, it's our policy and practice to mail this
10 document, this account statement, evidence of that. And then
11 they'll get evidence of, say, a Federal Express receipt to that
12 address at that time. There's no evidence, there's no
13 documentary evidence at all to show that, at the time, or near
14 the time that plaintiffs opened their account, that they
15 received the client manual or any documents.

16 There is this checkplace, this checklist that Citibank
17 has submitted as evidence. The checklist states the various
18 steps that the customer rep has to follow when opening new
19 accounts. It is alleged that this check was, by one witness,
20 that it is printed out every time that the account is opened.
21 And they go through it. The checklists were never provided.

22 Another Citibank witness, the one that opened up the
23 first account, said he never saw this checklist ever. The
24 personal banking foundation document that Citibank has
25 submitted to prove their policy was to provide this client

1 manual, which has this checklist in it, and which says it was
2 originally printed on 1/2006, it says it was revised on March
3 2013. We never received the revisions. We asked for the
4 revisions. Citibank never provided the revisions, to see if
5 they concluded that step to explain and provide the client
6 manual to the customer after this lawsuit was started, or after
7 plaintiffs opened their accounts.

8 THE COURT: When did plaintiffs open their account?

9 MR. KELLY: October 2010.

10 THE COURT: So that a 2013 revision would not be
11 relevant, right?

12 MR. KELLY: Yes, if there was a revision that they
13 said here, in 2013, that they put in that, now, explained the
14 client manual and provided it to the customer, it's relevant
15 because it wasn't there before. This is what they're trying to
16 show was their policy and procedure at the time that plaintiffs
17 opened their account.

18 THE COURT: So there is no contemporaneous checklist
19 from 2010? Is that what you're anything.

20 MR. KELLY: No, there is not. There was never
21 produced a checklist. One witness stated that the checklists
22 are destroyed after customer has opened the account. Another
23 witness says he gives the checklist to the customers after he
24 opened the account. The witness, Michael Ashley, that opened
25 plaintiff Hirsch's account, said he'd never seen the checklist,

1 although he's been working for Citibank about 20 years.

2 So this is a major document that Citibank submits to
3 show the practices and procedures that were in place at the
4 time that plaintiffs opened their account and that it was a
5 requirement to provide the client manual, and plaintiffs move
6 to strike the submission of this document without the
7 revisions. We can't determine whether that revision was in
8 this document when clients opened their accounts.

9 THE COURT: What exhibit is this, Mr. Kelly?

10 MR. KELLY: I do not have Citibank's --

11 THE COURT: Ms. Strickland, is there an exhibit number
12 for the checklist?

13 MS. STRICKLAND: Your Honor, let me look. I know it
14 is in our exhibit binder, but let me see where it is in the
15 appendix.

16 MR. SPORN: Excuse me. I believe -- isn't that
17 Exhibit F we just talked about?

18 THE COURT: No, that's the client manual.

19 MS. STRICKLAND: The client manual.

20 MR. STRAUSS: It's Exhibit I in the appendix submitted
21 to your Honor.

22 THE COURT: Thank you.

23 MR. STRAUSS: As part of that.

24 MR. KELLY: I know it's in the exhibit attached to the
25 deposition of Nancy Lewis.

1 THE COURT: May I ask, the one-page customer care
2 checklist, is there a date on it indicating where or when it
3 was in use?

4 MS. STRICKLAND: Your Honor, perhaps I could best
5 answer that. There are multiple pages to this exhibit from
6 different periods of time. And about four pages back, I want
7 to say, the fourth page, is from 2010, your Honor. Plaintiffs
8 had asked for this kind of information, so we gave it to them
9 for the period of time -- without any concession as to
10 relevance post 2010. The pages on 2010 are in this exhibit.

11 THE COURT: I see.

12 But it does not include a checklist. Is that correct,
13 Ms. Strickland?

14 MS. STRICKLAND: Your Honor, the testimony with
15 respect to checklists is that people use it or didn't use it;
16 it was just a reference point. It was not a required document
17 to be filled out by account personnel. It was just a reference
18 point. And each of them testified, as I indicated, that they
19 were all familiar with the policy and practice, which included
20 providing a full set of account-opening documents, including
21 the client manual.

22 Put differently, this document isn't highly relevant
23 to anything. It's informative but not dispositive.

24 MR. KELLY: Your Honor, Citibank presents this
25 document, it presents three pieces of evidence, the

1 deposition -- the testimony from Nancy Lewis about the policies
2 and procedures in place, the personal banker foundation manual,
3 which is this manual, and the customer care checklist, which is
4 contained in this manual, to show the policies and procedures
5 that were in place to require bankers to provide the client
6 manual. The documentary policy here states clearly on page 2
7 of this manual that it was revised on March 4, 2013. And
8 without knowing whether that revision was the requirement to
9 provide the explained --

10 THE COURT: Are you looking at F, Mr. Kelly?

11 MR. KELLY: Yes, and the checklist on 123. "Client
12 manual marketplace addendum explained and given to client." If
13 that wasn't in there at the time that plaintiffs opened their
14 accounts, this document should be -- should have no relevance.

15 Other than oral testimony from the bankers that it's
16 their practice to provide the client manual, there's no other
17 evidence, there's no documentary evidence to show that. And
18 plaintiffs submit that Citibank has failed to establish a
19 policy and procedure, and they also failed to show the policy
20 and procedure was followed.

21 Another point is that Citibank also amended their
22 current client manual; on the face of the agreement now, face
23 of the manual now, it says "customer agreement" clearly, "what
24 you need to know." And this was amended after the Second
25 Circuit's ruling, on October 28, 2013. And it clearly states,

1 "This is an agreement between you and us," and provides a lot
2 more information to trigger the customer to know that this
3 document is an agreement.

4 THE COURT: I think it's a sound change that they
5 made.

6 MR. KELLY: Yes.

7 MS. STRICKLAND: Your Honor, but we would also argue
8 that the change post 2010 is irrelevant to this case in any
9 event.

10 THE COURT: H'm, yes and no. It seems to me that part
11 of the problem is, as I discuss when you make your opening
12 statement, calling something a client manual is not necessarily
13 calling the attention of a layperson to the fact that, oh, this
14 is your agreement with us. And I think that a change that
15 Mr. Kelly points out is a step in the right direction to do
16 that.

17 MS. STRICKLAND: Your Honor, we could all agree to
18 that for sure. Having said that, it's a subsequent remedial
19 measure potentially and we would agree that -- we would argue
20 that it's not admissible in any event. We think the client
21 manual itself makes clear that it's an agreement, says it in
22 the first sentence of the text. And while this is a nice
23 change, it really is not relevant to this decision of this
24 matter.

25 THE COURT: In your view.

1 MS. STRICKLAND: In our view.

2 THE COURT: OK. Mr. Kelly, I'm sorry to interrupt
3 you. Please continue.

4 MR. KELLY: There is another document produced by
5 Citibank which plaintiffs actually filed their plaintiffs'
6 pre-hearing brief about 2 o'clock in the morning yesterday.

7 THE COURT: Oh, that may account for the fact that I
8 haven't seen it.

9 MR. KELLY: Yes. Well, we were surprised by
10 Citibank's filing, so we felt it was fair for us to file --

11 THE COURT: I am not arguing with you. Can I see it?

12 MR. KELLY: Sure. Can I hand it up?

13 THE COURT: And have you shown it to Citibank?

14 MR. KELLY: Yes.

15 MS. STRICKLAND: Your Honor, we were surprised as you.
16 We received it in the courtroom this morning and have not yet
17 had time to review it.

18 THE COURT: Yes, if you please give to Mr. Codrington.
19 I would appreciate it. Thank you.

20 MR. KELLY: Citibank also produced, which we did not
21 receive in the prehearing brief, a document showing, that's
22 apparently available on the computer screen and is attached to
23 plaintiffs' prehearing brief as Exhibit D that states some of
24 the steps that bankers are required to take. One of them is to
25 accurately and clearly state all material information on terms,

1 conditions --

2 THE COURT: You mean Exhibit B? I think that's the
3 signature card from Mr. Romanov.

4 MR. KELLY: On plaintiff's prehearing agreement?

5 THE COURT: The text and appendix.

6 MR. KELLY: No, I'm talking about plaintiffs'
7 prehearing brief, the one I just submitted to your Honor.

8 THE COURT: I apologize. All right. Exhibit D.

9 MR. KELLY: All right. Bates-stamp Citi 135, the
10 third page of D, there are various steps that Citibank personal
11 bankers are required to follow. And step 3, it states that
12 "accurately and clearly states all material information, make
13 representations that are clear, accurate, and likely to be
14 understood correctly." These are steps that allegedly Citibank
15 bankers are required to follow. And when asked that
16 depositions of the various witnesses, including the witnesses
17 that Michael Ashley and Fazri Zubair had opened up, plaintiff
18 Hirsch and plaintiff Igor Romanov account, they had no idea
19 what arbitration was or they gave an incorrect meaning as to
20 the term of arbitration.

21 Nancy Lewis, the vice president that works at
22 Citibank's main headquarters in Long Island City, that big
23 building, she testified there were no policies and procedures
24 in place to train employees as to what arbitration is or to
25 inform consumers that the client manual contains an arbitration

1 agreement. And she also testified she did not know what the
2 term "arbitration" was. This is the witness, the 30(b)(6)
3 witness, that's responsible for Citibank's policies and
4 procedures.

5 THE COURT: OK. Mr. Kelly, this is almost more
6 argumentative than an opening statement of what you expect the
7 evidence to show. But because we don't have a jury I'm not
8 holding you to that particularly, but I guess my point is that
9 you're sort of putting the cart before the horse because you're
10 talking about evidence that has not yet been introduced here in
11 the hearing, and I think these points could be more focused and
12 sharper if I know what we're talking about. So I would suggest
13 that if you want to give me a view of what you think your case
14 is as to why there is no agreement to arbitrate or the
15 materials were not produced, that would be very helpful right
16 now.

17 MR. KELLY: The only piece of evidence submitted by
18 Citibank is the signature cards that plaintiffs signed. It
19 doesn't state anything in there with respect to the client
20 manual. It makes a statement that could be read that there are
21 not any written agreements that they need to review. And also
22 the plaintiffs have provided, they allegedly provided various
23 documents, and the client manual does not state that it was an
24 agreement at the time. And there is nothing to show that -- to
25 connect the arbitration agreement and the client manual to the

1 evidence. The policy and procedures submitted by Citibank are
2 not valid. They're disputed. There's no evidence that
3 providing client manual was followed. And even if the
4 presumptive receipt applies, plaintiffs have testified they
5 never received the client manual, in addition to every single
6 document received, everything that happened when they opened up
7 their account.

8 Going on to inquiry notice, this is a simple consumer
9 banking transaction. Consumers should not be required to ask
10 every time they open an account, is there any agreement, or
11 written agreement, that I have not received. It should be on
12 the company to provide all agreements that it wishes to bind a
13 consumer to. The fact, the sophisticated argument, the
14 sophistication arguments that Citibank makes in the cases is
15 all sophisticated transaction cases. They're not simple
16 consumer cases. When you go open a bank account, the terms,
17 the important terms such as interest and the fees, this is all
18 discussed. You know that there is a writ -- it's understood
19 there is an agreement that these are the fees that are applied,
20 these are the costs, this is the interest, these are important
21 terms. It's not understood that there is another written
22 agreement out there that contains an arbitration clause that
23 takes away your constitutional right to trial by jury. That's
24 something that's just not understood.

25 Plaintiffs also had various other arguments that they

1 made in opposition to Citibank's motion to compel that we
2 request your Honor also consider, some that the arbitration
3 agreement is unconscionable. Plaintiffs list all these
4 arguments in their prehearing brief. And it's also contained
5 in the opposition to motion to compel previously submitted to
6 your Honor. It contains the statute of limitations disputes
7 for one year which was previously held to be unconscionable.
8 Citibank, it contains a provision that says you could go to
9 small claims court. And that's what people were doing in this
10 litigation, across the country. They would go into small
11 claims court for what Citibank did here. And then Citibank
12 would remove it to federal court and then apply the agreement
13 to compel arbitration, trying them up. You know, they just
14 don't have the ability to litigate these.

15 A couple of them were attorneys that were angry what
16 they did, and was able to -- there was one in the Central
17 District of California, the chief judge there, denied
18 Citibank's motion --

19 THE COURT: Motion to compel arbitration.

20 MR. KELLY: To remove it.

21 THE COURT: Oh, to remove it.

22 MR. KELLY: He said, no, this has nothing do with
23 federal claims. We see what you're doing here, this is a state
24 claim, it is non-disclosure, motion to remove is denied. And
25 we also submit that in the prehearing brief. So this is

1 another reason why the arbitration agreement itself is
2 unconscionable, what Citibank doing here.

3 And the various other arguments are contained in
4 plaintiff's prehearing brief, your Honor.

5 THE COURT: Thank you. Thank you, Mr. Kelly.

6 Ms. Strickland, do you wish to take a brief recess to
7 have an opportunity to read plaintiff's prehearing brief, or
8 you just wish to proceed?

9 MS. STRICKLAND: Your Honor, I think we're prepared to
10 proceed. The last point that counsel raised is actually not
11 the subject of this hearing and has been thoroughly briefed.
12 Obviously we're here. We are prepared to argue
13 unconscionability if your Honor would like to hear about that.
14 But that was thoroughly briefed in connection with the first
15 motion to compel and it's actually not part of the directive by
16 the Second Circuit. But if your Honor would like to hear about
17 unconscionability, we're happy to talk about that.

18 THE COURT: I'm sorry.

19 MS. STRICKLAND: If your Honor would like to hear
20 today about unconscionability, we're more than happy to talk
21 about that, but that wasn't the subject of the Second Circuit
22 order.

23 THE COURT: Yes, but the one thing the Second Circuit
24 said was that they are weren't going to limit me in terms of
25 what I could look into; they just wanted to make sure I hit

1 certain things that they were interested in.

2 MS. STRICKLAND: Right. But, your Honor, all of that
3 has been thoroughly raised the first time around. So it's all
4 in the record.

5 I would like to respond to a couple of points.

6 THE COURT: No, you can do that in summation. My view
7 of opening statements is that it's not argumentative, it's just
8 laying out the factual evidentiary basis for the arguments that
9 are going to be made in summation and what you expect the
10 evidence to show or not show, so I don't think we need to do
11 pre-summation summations at this point.

12 MS. STRICKLAND: Understood.

13 THE COURT: Would you like to call your witness. Or
14 would you like to put in documents, or would you like to do --
15 however you want to proceed.

16 MS. STRICKLAND: Your Honor, because of the sort of
17 hybrid nature of this proceeding, what we've tried to do is
18 streamline it. I think plaintiffs have done the same. We have
19 a binder of exhibits and we had asked plaintiffs to stipulate
20 to the admissibility of those exhibits. I don't think any of
21 them, frankly, should be controversial. We asked them early
22 last week and asked them to get back to us. I didn't hear
23 anything so I asked this morning again and was told the only
24 exhibit they would stipulate to is the signature cards. But if
25 we might --

1 THE COURT: Well, you know something, I'm going to
2 make a ruling on the evidence. So if you all agree there is
3 not a good reason not to receive it, it will be received. If
4 there is a good reason not to receive it, it won't be received.

5 MS. STRICKLAND: Your Honor, if we might provide to
6 the Court as well as counsel the exhibit binder, which is
7 largely replicative of the appendix. We would appreciate doing
8 that. Maybe as just a housekeeping matter we can go through
9 that, because it's not a situation where we have witnesses
10 physically here for every exhibit. A lot of this was, you
11 know, authenticated, a lot of the exhibits, through other
12 deposition testimony, which we also have highlighted.

13 THE COURT: All right. I'm sorry, yes, Mr. Sporn.

14 MR. SPORN: Yes. I'm just talking about housekeeping
15 because this is very important. And we didn't want to
16 interrupt Ms. Strickland in opening statement. We didn't want
17 to get involved. But what's very critical here pursuant to our
18 document demands, interrogatories, and notes to admit, we have
19 three things that are before this Court. First, when they took
20 the appeal to the Second Circuit, they submitted a document
21 called "client manual" dated January 2010. Then, in response
22 to the interrogatories recently served, they dated it July of
23 2010. And thirdly, notwithstanding -- and I take
24 responsibility for this, that was my part of the discussion in
25 the matters we were following -- I made numerous demands in

1 writing, and we want that exhibit, we want a client manual. We
2 wanted it in that booklet form. We do not want it in this 8
3 1/2 by 11. For one thing, it's more difficult to read. It's
4 smaller. We have never gotten it. Now, we believe this is a
5 violation of the best-evidence rule.

6 THE COURT: It may or may not be. This is not a jury
7 trial. And my question to you is, what is your position as to
8 why there is a reason that you need the particular multi-folded
9 version as opposed to the printed-out version? Just to make
10 sure it exists or --

11 MR. SPORN: Because, you'll hear in a few minutes as
12 and when Mr. Hirsch takes the stand, what was presented to him
13 and what does Citibank say was presented to him. Now, he'll
14 give you his story. It is important as to what physical
15 document was given, allegedly given, to Mr. Hirsch.

16 Now, we are playing with an unlevel playing field
17 here.

18 THE COURT: OK. You know, this is getting us a little
19 bit far afield. We're not at the point of putting Mr. Hirsch
20 on the stand. And may I just ask if what Mr. Kelly was working
21 with, it looked like it was a folded-up client manual, what
22 year that is.

23 MR. SPORN: We never got it.

24 THE COURT: What is that?

25 MR. KELLY: This one, your Honor, is effective October

1 28, 2013.

2 THE COURT: All right. So is there any reason to
3 believe that it is, in form and in folding, any different from
4 what was given, allegedly given, to Mr. Hirsch in 2010?

5 MR. KELLY: I do not think so. The testimony was
6 that, from the witnesses, that the 8 1/2 by 11 was in a
7 pamphlet form or a booklet form.

8 THE COURT: OK. So that for purposes of what we are
9 working with here, we can use both. All right. So that that
10 will be illustrative of the form it was given in, but it won't
11 be the substance of what was given to him. Does that satisfy?

12 MR. SPORN: Yes. We thought we should bring it to
13 your Honor's attention. With that information, we thought you
14 should have it, your Honor.

15 THE COURT: OK. Thank you.

16 Now, let me ask you this. I do see live people here.
17 Is there any concern about their time? So that if you wish to
18 start out of order rather than go through the exhibit book, I
19 would be amenable to putting the live witnesses on so that they
20 can finish their testimony and be excused, and then we can work
21 from there. I'm throwing that out as a suggestion. I am
22 flexible. It may be the only example I give you of my
23 flexibility. But I don't want to turn things around in the way
24 you wish to present them.

25 MS. STRICKLAND: Your Honor, I actually am

1 indifferent, and if it would be better for the witnesses, we
2 are more than happy to take them out of order. As your Honor
3 noted, it's not a jury trial, so there's no magic to the order.
4 And as I said before, it's a bit of a hybrid in any event since
5 much of the evidence is going to come in by way of deposition
6 transcripts and exhibits.

7 I would like one moment to respond to this client
8 manual issue, which is a false issue and frankly, as they say,
9 a tempest in a teapot. What happened is, the Citibank witness
10 who is responsible for these kinds of records pulled the wrong
11 client manual when she executed her declaration. When the
12 mistake was identified, we submitted verified responses to
13 interrogatories identifying the mistake and identifying the
14 July 2010 version instead of the January 2010 version of the
15 client manual as the appropriate version. The arbitration
16 provision, which plaintiffs' counsel said they have skimmed,
17 we've actually looked at it, is identical between the January
18 and July versions of the client manual. There is no material
19 difference between those two documents as it relates to this
20 case.

21 And, again, this is a tempest in a teapot. There has
22 been testimony under oath and they formed interrogatory
23 responses saying, we goofed, we pulled the wrong one, this is
24 all available electronically to our clients. And it was
25 corrected months and months ago. And it doesn't affect the

1 outcome of this matter one bit, because the provision is the
2 same.

3 THE COURT: OK. But let me just ask, do you indeed
4 have a January 2010 manual?

5 MS. STRICKLAND: The pamphlet form, no. The problem
6 is, we've actually -- not we, but our clients -- have searched
7 for the pamphlet form, which is in fact the form that is given
8 out, I suspect the 2013 pamphlet is virtually the same in terms
9 of, you know, format and the like, and tellingly actually, the
10 pamphlet printing is bigger than the exhibit we gave you
11 because the exhibit we gave is you printed from microfiche,
12 which is how they stored the back versions of these things.
13 They could only find the microfiche version, so that's what was
14 printed out. There's no controversy. It's provided in a
15 pamphlet form, in the form that Mr. Kelly was waved around,
16 basically the same, the pamphlet that goes to customers is in
17 fact more legible, bigger print, probably easier to use than
18 the microfiche form. So there's no reason we would hide it.
19 It's probably to our benefit to have given it to your Honor.
20 But our clients couldn't find it. So this is, like I say, it's
21 a bit of a tempest in a teapot. It's the July 2010 version,
22 didn't change in any material way. We have under oath, they
23 goofed. And so that should be the end of the conversation on
24 the July 2010 manual.

25 MR. KELLY: Your Honor, I just want to say that the

1 Citibank representative --

2 THE COURT: You know what, Mr. Kelly, you have a very
3 pleasing, gentle voice, but I have bad ears. So if you would
4 do me a favor and pull that microphone over to you, you may be
5 seated and talk to me, but that would be helpful.

6 MR. KELLY: I just want to say that the client manual
7 that was submitted to your Honor was attached to the
8 declaration of Joan Haslam, who also attested to Citibank's
9 policies and procedures at the time. Citibank would not allow
10 us to depose Joan Haslam.

11 THE COURT: But my question is, well, you know what, I
12 think that we are actually addressing issues that don't go to
13 arbitrability or whether it's to compel arbitration or not. So
14 let's just deal with not every transgression, offense, and
15 slight and just deal with those substantive bits of information
16 that will help make this determination in terms of whether or
17 not there was an agreement to arbitrate, whether or not the
18 agreement was in fact received, or whether or not there was
19 notice, inquiry notice. Let's deal with that. OK? All right.

20 MS. STRICKLAND: Your Honor, taking the Court's
21 suggestion, why don't we call Mr. Lotto as a witness and
22 perhaps Mr. Lotto can go and then Mr. Hirsch. Then we can go
23 through the document issues, some of which may actually resolve
24 themselves in that process.

25 THE COURT: That sounds like a plan. We're going to

1 do that. We're going to take a five-minute recess first.

2 (Recess)

3 MS. STRICKLAND: Mr. Strauss will be back in a moment,
4 but Mr. Lotto will be our first witness.

5 THE COURT: And who is going to examine him?

6 MS. STRICKLAND: Mr. Strauss will.

7 THE COURT: Mr. Strauss, are you ready to call your
8 witness?

9 MR. STRAUSS: Yes, your Honor.

10 THE COURT: Mr. Lotto, please step forward.

11 THE WITNESS: Good morning.

12 THE COURT: Will you remain standing and raise your
13 right hand.

14 Do you solemnly swear the testimony you are about to
15 give shall be the truth, the whole truth, and nothing but the
16 truth so, help you God?

17 THE WITNESS: Yes.

18 THE COURT: Please be seated. Pull your chair in.
19 Spell your full name for the record, please.

20 GEORGE LOTTO,

21 called as a witness by the defendant,

22 having been duly sworn, testified as follows:

23 THE COURT: You may proceed, Mr. Strauss.

24 MR. STRAUSS: Thank you, your Honor. For ease of
25 reference, I have some binders of exhibits. I have one for the

1 witness as well, your Honor, and also for plaintiff counsel.

2 THE COURT: All right. Would you please distribute
3 them.

4 DIRECT EXAMINATION

5 BY MR. STRAUSS:

6 Q. Good morning, Mr. Lotto.

7 A. Good morning, Mr. Strauss.

8 THE COURT: Mr. Strauss, raise the microphone.
9 There's no reason for you to -- yes.

10 Q. Can you please describe your educational background
11 following high school.

12 A. A four-year degree at Baruch College. I graduated in '91.

13 Q. What did you major in at Baruch?

14 A. International marketing, business.

15 Q. And can you describe your employment history following your
16 graduation from Baruch.

17 A. I was, while going to school, I was working. I was working
18 for a bank called American Savings Bank. From 1983 to 1992 I
19 held positions as an account officer opening up accounts and
20 assistant manager. 1992, American Savings Bank defaulted, so I
21 received -- one of the receivers was First Federal Savings and
22 Loan, so I am now an employee of First Federal Savings and
23 Loan. At that time I was at the 14th Street and First Avenue
24 branch. I held the position of head teller, managing the
25 tellers, supervising them. I stayed there one year in '93. I

1 went to Citibank.

2 Q. Can you please describe your employment history at
3 Citibank.

4 A. 1993 I started Kings Highway in Brooklyn as an account
5 officer, personal banker, opening up accounts. 1995 I was
6 transferred to Montague Street in lower Brooklyn as a sales
7 manager overseeing the sales platform, customer service
8 representatives and personal bankers. And a few years
9 thereafter, rather than taking a branch I decided to operate
10 multiple branches as an acting manager, just to educate myself
11 of different markets. And then I settled in Syosset in the
12 year January of 2000 as a business banker and account
13 officer -- I mean personal banker, and backup assistant
14 manager. And then I became manager of the Syosset branch in
15 2001 to 2005. Syosset is located in Long Island.

16 In 2005 I was then promoted to Great Neck, where I was
17 the manager, and still am, since 2005.

18 Q. So you were branch manager at the Great Neck branch as of
19 October 2010?

20 A. Yes.

21 Q. Could you describe your duties as manager of the Great Neck
22 branch?

23 A. I'm responsible for the day-to-day operations of the
24 branch. I oversee everything in the branch, am responsible for
25 everything, making sure that we are due diligent and following

1 all the policies and procedures, are compliant with our
2 clients.

3 Q. And Mr. Lotto, do you have any role or are you connected to
4 the opening of consumer accounts?

5 A. I don't personally open up consumer accounts. I refer
6 business to my bankers.

7 Q. Mr. Lotto, if you could turn in your binder to Exhibit 1,
8 in the first half. Do you know what this is?

9 A. Yes. This is the transaction report that prints out the
10 day after accounts are opened. This is something that I
11 review.

12 Q. Who enters the data that appears on this report?

13 A. The personal bankers opening the account.

14 Q. When is the data entered in this report?

15 A. At time of opening.

16 Q. Is this report, this report then printed out?

17 A. This report prints out the morning after.

18 Q. Where is this record stored?

19 A. The record is stored within the branch.

20 Q. And this report is used for all consumers account openings
21 at the Great Neck branch?

22 A. Yes, as well as business account openings.

23 MR. STRAUSS: I will move to enter Exhibit 1 into
24 evidence.

25 THE COURT: Any objection, counsel?

1 MR. KELLY: No objection.

2 THE COURT: Defendant's Exhibit 1 received in
3 evidence.

4 (Defendant's Exhibit 1 received in evidence)

5 Q. On this report, do you see the words "CFA"?

6 A. Yes.

7 Q. And can you tell us what a CFA is?

8 A. CFA stands for client financial analyst. Personal bankers,
9 we would call -- the account officers were originally called
10 personal bankers. Then it changed to CFA, client financial
11 analysts, and bank to personal banker.

12 Q. And below that, the CFA P number, what is that?

13 A. That's the ID number related to the bank that opened the
14 account.

15 Q. Do you see the name Michael Ashley?

16 A. Yes.

17 Q. Do you know who Michael Ashley is?

18 A. Yes, I do. He was my business banker.

19 Q. Can you describe your history with Michael Ashley at
20 Citibank.

21 A. I knew Michael Ashley since my hire with Citibank in 1993.
22 I went on to do other managerial things, and when I took over
23 Syosset, I brought him in as a business banker. And I also
24 brought him in as my business banker in Great Neck. So I've
25 known Michael since 1993, on a working basis.

1 Q. And do you know when Michael actually started at the Great
2 Neck branch?

3 A. Around 2005 or '6.

4 Q. You described Mr. Ashley as a business banker. Did
5 Mr. Ashley also open consumer accounts?

6 A. Yes, he did.

7 Q. If you look on this report, it shows two accounts. It
8 shows a regular checking account and a savings plus account.
9 Are these deposit accounts at Citibank?

10 A. Yes, they are.

11 Q. And what is a deposit account?

12 A. A deposit account is a transactional account. You put in
13 the account. In this case I see 235,000 went into a savings
14 plus account, which is sort of like a bank money market. It's
15 a bank money market account, earns interest.

16 Q. Do both of the accounts earn interest, or does one?

17 A. Just the savings plus, not the regular checking.

18 Q. So the customer who opened the savings plus account would
19 have earned interest on the 25,000 deposited in that account?

20 A. Yes.

21 Q. Mr. Lotto, does Citibank have a regular policy and practice
22 for opening new consumer accounts?

23 A. Yes, they do.

24 Q. And is this policy and practice followed by the Great Neck
25 branch?

1 A. Yes, it is.

2 Q. Can you walk us through Citibank's policy and practice with
3 respect to the procedure for opening new consumer accounts?

4 A. Yes, I can. When a client walks into the branch to open up
5 a bank account, they are agreed by an account officer. They're
6 brought into the account officer's office. They sit down.
7 They greet, small talk. Personal banker asks the client what,
8 you know, for their reason of being in the bank. They'll
9 ask -- they'll gather information, asking several profile
10 questions. And once the data is gathered, the personal banker
11 would make a recommendation for an account opening. The client
12 agrees to the account opening. At that time the personal
13 banker will then enter the information into our system. And
14 if, if, if the client is applying for any, any credit, the
15 client will -- the personal banker will refer to the Patriot
16 Act signs on the desk and another sign that says credit
17 inquiries are made for account eligibility. And then the
18 account is then opened and completed, and once it's completed,
19 documents are printed.

20 Q. Does Citibank have a regular policy and practice to provide
21 certain documents to customers when a new consumer account is
22 opened at the branch?

23 A. Yes. The documents that print, one document is the
24 confirmation. And that confirmation is discussed with the
25 client. It shows the account number and the amount that was

1 going to be deposited to open the account. And it prints also
2 the signature card, which the client signs.

3 At that time the personal banker takes out a folder
4 that's not -- that's not completed. It's a, it's a white
5 folder. They open it. And as they discuss documents with the
6 client, like the confirmation, they'll put the confirmation
7 page into the folder. They'll also take out the client manual
8 and the addendums and put that in the folder as well and
9 introduce to them what the client manual is. For example, it
10 has the information that they discussed about their accounts in
11 that manual. And if the client asks -- has any questions
12 regarding contents of the manual, then they'll go through it.
13 But they're not required to go through the whole manual. The
14 manual, the addendums are put in the folder, along with any
15 disclosures related to any credit that may have been opened and
16 any fliers or any -- related to any other discussions that the
17 account officer had. And the folder is given to the client.
18 That's our process.

19 Q. With respect to the client manual, are personal bankers
20 instructed to say anything about the client manual when it is
21 provided in the welcome folder?

22 A. Yes. They're responsible and, and -- in making a statement
23 about the client manual as they place it in the folder. Before
24 they place it in the folder. And what they say is that this
25 manual contains information about the accounts you opened up

1 with me today, as well as any other information we discussed.

2 Q. Mr. Lotto, if you can turn to Exhibit 5 in your binder.

3 What is this?

4 A. Client manual.

5 Q. Is this one of the documents that are contained in the
6 folder that is provided to customers opening new accounts?

7 A. Yes.

8 Q. Is it Citibank's policy and practice to provide the client
9 manual to all customers at the time they open an account at the
10 Citibank branch?

11 A. Yes, it is.

12 Q. If you look on the client manual on the first page, it says
13 "effective July 1, 2010." Do you know whether an account being
14 opened in October 2010, whether this would have been the client
15 manual that was effective as of that date?

16 A. Yes, it would have been.

17 MR. STRAUSS: At this point I'm going to move to enter
18 the client manual that is contained in Exhibit 5 into evidence.

19 MR. SPORN: We object for the reasons earlier stated,
20 your Honor, that we have several different references. We have
21 a January 2010. We have a July 2010. Which Ms. Haslam
22 misstated to the Second Circuit and the defendants corrected it
23 when they opened the interrogatories. And with regard to
24 Mrs. Lewis, who is 30(b)(6), she said, quote, Citibank made a
25 mistake.

1 Now, with all the so-called depth and vision of
2 Citibank, they have not been able to come up with a booklet.
3 They have searched, allegedly. We cannot believe that just
4 reference to this 8 1/2 by 11 is a best evidence, your Honor.
5 So with all the talk about the client manual, we cannot be
6 bound by what this witness says.

7 THE COURT: All right. I overrule your objection and
8 I receive into evidence Defendant's Exhibit 5, the client
9 manual dated effective July 1, 2010.

10 (Defendant's Exhibit 5 received in evidence)

11 Q. Mr. Lotto, to your knowledge is the policy and practice to
12 provide a client manual to all customers consistently followed
13 by the personal bankers at the Great Neck branch?

14 A. Yes, it is. It's a must. This is something that we have
15 to do.

16 Q. And if a customer wants to review the provisions of the
17 client manual while sitting with the personal banker, will the
18 personal -- will the personal banker allow the customer to do
19 that?

20 A. Yes.

21 Q. If a customer has any questions about the client manual
22 while sitting with the personal banker, does the personal
23 banker answer questions about the client manual?

24 MR. SPORN: Objection.

25 A. Yes, they will.

1 MR. SPORN: Excuse me. Objection, your Honor. He is
2 not talking from knowledge of this plaintiff. He's talking
3 about so-called policies.

4 THE COURT: That's what we have to work with,
5 policies, whether it's a policy. And so I think that this is
6 admissible and I will permit it.

7 You may continue.

8 MR. STRAUSS: Thank you, your Honor.

9 Q. And what you've been describing as Citibank's policies and
10 practices, were these policies and practices in effect as of
11 October 2010?

12 A. Yes, they were.

13 Q. Mr. Lotto, if you can turn to Exhibit 2 in your binder,
14 please. Can you tell me what this is.

15 A. Signature card.

16 Q. Are all customers who open an account at the Great Neck
17 branch presented with a signature card to sign?

18 A. Yes, they are.

19 Q. Do personal bankers say anything to customers about the
20 signature card when it is presented to them?

21 A. Yes, they do. For one thing, they say is but -- there are
22 two cards here, so they tell the client, one card stays in the
23 branch, the other card goes to the clearinghouse. And this is
24 used to identify the client when they are writing a check or
25 making a withdrawal, whether at the branch or, or outside. You

1 know, when it goes to the clearinghouse. And it also, it's --
2 they do mention that by signing they are certifying that --
3 their tax ID number.

4 Q. And this signature card, is this used for all consumer
5 accounts that are opened at the branch?

6 A. Yes.

7 MR. STRAUSS: Your Honor, I would like to move to
8 admit Exhibit 2, the signature card, into evidence.

9 MR. SPORN: No objection.

10 THE COURT: Defendant's Exhibit 2 received in
11 evidence.

12 (Defendant's Exhibit 2 received in evidence)

13 Q. Mr. Lotto, pursuant to Citibank's policy and practice, can
14 a customer sign a signature card without also receiving a copy
15 of the client's manual, or other required disclosures?

16 A. The client would receive the client manual. In addition to
17 signing the signature card, they will receive the client manual
18 and the addendum, and that would be placed in the folder.

19 Q. Mr. Lotto, how are Citibank's personal bankers updated
20 regarding --

21 THE COURT: Let me, before we move away from that,
22 Mr. Lotto, would you tell me the order in which things are done
23 when it comes to the signature card being signed and the
24 documents being handed to the client.

25 THE WITNESS: The process is, right after the personal

1 banker discussed the confirmation page, the signature card is
2 the next piece of document that they present. And it's signed.
3 After it's signed, the personal banker puts the retail
4 update -- and -- not retail -- client manual inside the folder
5 along with the addendum. And they, and they, and they mention
6 what the client manual is, before they put it in the folder.
7 That's the process. That's the next step. And then any other
8 fliers and the confirmation page and any other brochures go
9 into the folder as well.

10 THE COURT: But it's given to the client after the
11 client has signed the signature card.

12 THE WITNESS: It depends. It depends. I, I -- it
13 comes after. Sometimes they discuss it before it's signed.

14 THE COURT: Well, is it the practice that the client
15 is given the manual and has an opportunity to review it before
16 signing the signature card?

17 THE WITNESS: Before and after.

18 THE COURT: That they're given -- they're actually
19 handed the manual, given an opportunity to review it and ask
20 questions, and then, after that, is when they sign the
21 signature card?

22 THE WITNESS: No.

23 THE COURT: That's -- I'm just trying to get the order
24 the process here.

25 THE WITNESS: The order of process, the order of

1 process is, the signature card is signed by the client, and
2 they're given the retail up -- the client manual. The client
3 manual -- the client is given the opportunity to ask questions
4 about the client manual and it's placed inside the folder.

5 THE COURT: But that before or after they have signed
6 the signature card?

7 THE WITNESS: My observations, it's after they sign
8 the signature card.

9 THE COURT: OK.

10 Q. Mr. Lotto, if you could turn to Exhibit 6 in your binder.

11 A. Yes.

12 Q. Do you know what this document is?

13 A. It's marketplace addendum.

14 Q. Is this one of the documents that is also provided in the
15 welcome folder to --

16 A. Yes, it is.

17 Q. -- to customers who open accounts at the Great Neck branch?

18 A. Yes.

19 MR. STRAUSS: Your Honor, I would like to move this
20 into evidence as well, the marketplace addendum.

21 THE COURT: Defendant's Exhibit 6?

22 MR. SPORN: Subject to the reservation of objection,
23 your Honor, we do not accept it as such.

24 THE COURT: I'm sorry. I don't understand.

25 MR. SPORN: Well, the so-called regular practice and

1 procedure, I don't think, has been followed or indicated as
2 being followed in this instance.

3 THE COURT: I think that the issue here is whether or
4 not this marketplace addendum was part of the packet that was
5 given as part of the practice of the bank. Is that correct,
6 Mr. Strauss?

7 MR. STRAUSS: Yes, your Honor.

8 THE COURT: And you are saying that you challenge that
9 this marketplace addendum is given as part of the package?

10 MR. SPORN: Well, we do challenge it. So we take no
11 observation. We don't think this happened in the case, as you
12 will hear from Mr. Hirsch.

13 THE COURT: All right. But in terms of the practice
14 of the bank to include this along with the client's manual in
15 the welcome package, that is the purpose for which he is being
16 offered, and that is the purpose for which it is being
17 received. So Exhibit 6 is received in evidence.

18 (Defendant's Exhibit 6 received in evidence)

19 Q. Mr. Lotto, is the signature card presented to the customer
20 and the client manual provided while the customer is sitting
21 there in front of the personal banker?

22 A. Yes.

23 Q. Can you just describe the -- sort of a real-world view of
24 this process, when customer is sitting in front of the personal
25 banker.

1 A. It's face to face, open desk. Folder is wide open. And
2 it's -- they're only a couple of feet, feet -- less than a foot
3 or maybe a little bit more than a foot apart. And the
4 signature card is handed to the client, put in front of them.
5 And they're asked to sign it. They discuss it first, of
6 course. And the client manual is then handed to the client as
7 well.

8 Q. It's part of the same process.

9 A. It's part of the same process.

10 THE COURT: But what happens first? The signature
11 card is signed. And then the --

12 THE WITNESS: And -- yeah.

13 THE COURT: All right. And would you say, when you
14 say it's discussed first, what do you mean that the signature
15 card is discussed first?

16 THE WITNESS: Well, the personal banker says what it
17 is.

18 THE COURT: That's the signature card.

19 THE WITNESS: That's the signature card and why
20 they're signing it, yes.

21 THE COURT: OK. And all right. And what do they say
22 when they tell them that?

23 THE WITNESS: What I mentioned before. By signing the
24 card -- there's two cards. That's one thing. Because clients
25 will ask, why are there two cards. One goes to the

1 clearinghouse. One stays in the branch to verify the
2 signature. And also they mention that they're certifying to a
3 tax ID number.

4 THE COURT: Do they say anything about the agreement
5 to all of the --

6 THE WITNESS: I think it varies between the -- I think
7 it varies, it may vary.

8 THE COURT: OK. So that --

9 THE WITNESS: By the banker.

10 THE COURT: So that number 2 or, I'm sorry, looking at
11 the signature card, at the top it says, "by signing below, (1)
12 confirm my tax status, (2) agree to be bound by any agreement
13 to open any account opened in the title indicated on this
14 card." That point 2 is not necessarily part of the practice of
15 discussing it with the client.

16 THE WITNESS: I think, I think it -- I think it, it
17 varies. They do hand the -- they do talk about the client
18 manual when they sign the card.

19 THE COURT: OK. But --

20 THE WITNESS: I don't know if they -- I don't know if
21 they specifically mention that, in the card.

22 THE COURT: OK.

23 THE WITNESS: I can't say that they do consistently.

24 THE COURT: All right. Thank you.

25 Q. Mr. Lotto, if a customer has questions regarding the

1 signature card's reference to agree to be bound by any
2 agreement governing any account opened in the title indicated
3 on the card, will the personal banker respond to that question?

4 A. Yes.

5 Q. How will the personal banker respond?

6 A. By the retail -- client manual.

7 Q. And you said that the signature --

8 THE COURT: What do you mean, the response will be the
9 words "client manual"?

10 THE WITNESS: No. They refer to the client manual.

11 THE COURT: Do they refer to any specific parts of the
12 client manual?

13 THE WITNESS: The specific parts of the client manual
14 they'll talk to is related to the accounts that were opened or
15 any other discussion such as fees, or if, if, if there -- if
16 it's related it any terms, conditions, they'll turn to that
17 page as well.

18 THE COURT: OK.

19 Q. I think you said that the signature card is signed and the
20 client manual, which is contained in the welcome folder, is
21 then given to the customer?

22 A. Yes.

23 Q. But is the client manual, before it is placed into the
24 welcome folder to be -- and the welcome folder is given to the
25 customer, does the personal banker identify the client manual?

1 A. Yes, they do.

2 Q. What do they say about the client manual?

3 A. They, they refer to the client manual as a booklet that has
4 the information regarding the accounts that they opened or --
5 and any other dis -- anything else that they discussed such as
6 fees or any -- if they opened up a savings account, transaction
7 limits, any other questions that the client may have.

8 Q. And the personal banker puts these documents into the
9 welcome folder in front of the customer?

10 A. Yes.

11 Q. So as they are putting documents into the welcome folder,
12 they are describing them to the customer?

13 A. Yes. Before. Before they put it in the folder they
14 describe it to the client.

15 Q. And when in the process is the signature card signed?

16 A. After the account is opened, right after the confirmation
17 page is discussed.

18 THE COURT: So before the documents are given to
19 the --

20 THE WITNESS: Yes.

21 THE COURT: Yes. OK.

22 Q. Mr. Lotto, if you could turn to Exhibit 10 in your binder.
23 You have been referring to a confirmation document.

24 A. This is what I call the confirmation page. This is the
25 confirmation page. This highlights the accounts that were

1 opened, how much was deposited, account numbers.

2 Q. And is this, what you've described as the confirmation
3 page, used with all consumer accounts that are opened at the
4 branch?

5 A. Yes.

6 MR. STRAUSS: Your Honor, I would like to move to
7 admit Exhibit 10 into evidence.

8 MR. KELLY: No objection.

9 THE COURT: Defendant's Exhibit 10 received in
10 evidence.

11 (Defendant's Exhibit 10 received in evidence)

12 Q. Mr. Lotto, how are Citibank's personal bankers updated
13 regarding new or revised account opening procedures?

14 A. They're updated by -- we have something called a weekly
15 update. This is a, sort of like a newsletter that comes out
16 every week, and it goes over our operations, sales, and
17 service. So if there are any updates to the client manual, the
18 addendum would be in there, as well as training, Brainshark
19 training -- computer training, you know, we call it Brainshark,
20 but computer training.

21 THE COURT: Brainshark?

22 THE WITNESS: Brainshark.

23 THE COURT: I like it.

24 THE WITNESS: Online training. OK.

25 Q. You mentioned providing manuals. Would personal bankers be

1 updated regarding new versions of the client manual for
2 distribution?

3 A. Yes. The bank sends a shipment prior to using the new
4 manual. That's usually comes up at least a month before. And
5 we're -- we are -- we are updated, like I said, weekly updates,
6 training, and, and also deliveries.

7 Q. Has there ever been an incident in which the branch has run
8 out of client manuals to provide to customers?

9 A. No, not in 20 years I've been with the Citi.

10 Q. Can you describe how you ensure that the personal bankers
11 at the branch are following the proper account opening
12 procedure?

13 A. I have afternoon, evening wrap-ups, where I sit with each
14 personal banker and we discuss accounts that were opened up
15 during that day so we can discuss what else we can do for the
16 client, do we meet the client's expectations. I also look at
17 their checklist, which is another document that's printed. And
18 that checklist goes over -- has some boxes. We go over it, in
19 terms of, did they schedule any follow-up phone calls, 14-day,
20 20-day, 60-day, ATM cards, check, checking -- checkbook orders,
21 and I also highlight the client manual and the addendums and
22 the folder.

23 Q. When you say "highlight," what do you mean?

24 A. I meant on the checklist there's a -- it mentions the
25 client manual, the addendum. And I make, I, I, I make sure

1 that they -- that they -- I ask them, did they give the client
2 manual and the addendum to the client, in the folder.

3 Q. Let's take a look at this rather than just referring to it.
4 Can you turn to Exhibit 8 in your binder, please. And just one
5 question before that. This afternoon meeting that you
6 described, did you do this in October 2010 as well?

7 A. Yes.

8 Q. Are you looking at what's called the customer care
9 checklist?

10 A. You said Exhibit 8?

11 Q. Exhibit 8 -- oh, I'm sorry. This is the fifth page of that
12 exhibit.

13 A. Oh. OK.

14 Q. This is the --

15 A. Yes.

16 Q. Identified by a page number Citi-0000123. Is this the
17 check number you were referring to?

18 A. Yes.

19 Q. And this is what you -- this is one of -- this is what you
20 referred to when you, in your afternoon meeting with the
21 personal banker?

22 A. Yes, as a reference.

23 Q. Are personal bankers required to actually make checks in
24 these boxes?

25 A. No, they're not, but they're a reference.

1 Q. So what's the purpose of this customer care checklist?

2 A. To make sure they followed all the steps that they're
3 required to do during account openings.

4 Q. If you look on, towards the bottom of the checklist, it
5 says "client manual and marketplace addendum explained and
6 given to client." Is this one of the items that you review
7 with personal bankers at the end of the day?

8 A. Yes.

9 Q. Has there ever been an instance where a personal banker who
10 had opened an account that day said, actually, I forgot to
11 explain and provide the client manual and marketplace addendum
12 to the customer?

13 A. No.

14 Q. If a customer ever complained about the service he or she
15 received at the branch, would you have been notified of any
16 such complaint?

17 A. Yes, I would.

18 Q. Are you aware of any instance in which a customer ever
19 notified the branch that a personal banker provided incomplete
20 or incorrect documentation while opening an account?

21 A. No.

22 Q. Are you aware of any instance in which a customer ever
23 complained that a personal banker failed to provide the client
24 manual upon opening an account?

25 A. No.

1 Q. Do you know who opened Bertram Hirsch's account?

2 A. Michael Ashley.

3 Q. Are you aware of any time in which a customer ever
4 complained that Michael Ashley failed to follow Citibank's
5 procedures and practices with respect to opening new accounts?

6 A. No.

7 Q. Are you aware of any complaints, ever, that -- by a
8 customer that Michael Ashley failed to provide the client
9 manual to a customer upon opening a new account?

10 A. No.

11 Q. During your tenure as manager at the Great Neck branch --
12 and I think you've testified that you've been a manager at the
13 Great Neck branch since 2005?

14 A. Yes.

15 Q. That's almost, I guess nine years now. Have you ever heard
16 of a client manual not being provided to a customer at the
17 Great Neck branch?

18 A. No, I have not.

19 Q. If you could turn to Exhibit tab 8 -- 9.

20 MR. STRAUSS: Just to backtrack on 8, we would like to
21 move for the admission of what has been identified as
22 Citi-0000123 into evidence.

23 THE COURT: Just that part of 8?

24 MR. STRAUSS: Just that part, your Honor.

25 THE COURT: Any objections by the plaintiff?

1 MR. KELLY: We object, your Honor. This document is
2 contained in a document that has been revised on March 2013,
3 March 4, 2013, by, it looks like initials of potentially who
4 revised the document. And there's no indication that that step
5 "client manual and marketplace addendum, explaining to client,"
6 was contained in this checklist at the time plaintiffs opened
7 up their accounts.

8 MR. STRAUSS: May I ask the witness some questions,
9 your Honor?

10 THE COURT: Sure.

11 Q. Mr. Lotto, was this customer care checklist that I referred
12 to in effect as of October 2010?

13 A. Yes.

14 THE COURT: How do you know that?

15 THE WITNESS: How do I know that?

16 THE COURT: Mm-hmm.

17 THE WITNESS: Because I review it at the end-of-the-
18 day wrap-ups.

19 THE COURT: So that you're saying that, from your
20 personal knowledge, you know that this checklist, 0000123, was
21 part of Exhibit 8 in 2010.

22 THE WITNESS: Yes. Because when the counselor opens,
23 the system prints the checklist. And that -- and accounts
24 opened in 2010, printed checklists, and to this current day.

25 MR. KELLY: That doesn't necessarily mean the steps,

1 the client manual marketplace addendum -- "explained and given
2 to customer, to client," was in there.

3 THE COURT: This is the checklist that was printed at
4 the time of the opening of an account?

5 THE WITNESS: Yes, yes.

6 THE COURT: So that your position is that it was part
7 of the package --

8 THE WITNESS: Yes.

9 THE COURT: -- that was printed when a customer opens
10 an account in 2010.

11 THE WITNESS: (Nods)

12 THE COURT: All right. I will receive into evidence
13 the entire exhibit 8, including of course page 0000123, known
14 as the customer care checklist, which according to the
15 testimony of Mr. Lotto, did exist and was part of the materials
16 in 2010.

17 (Defendant's Exhibit 8, including page 0000123,
18 received in evidence)

19 Q. Mr. Lotto, if you could turn to Exhibit 9, please, in your
20 binder. What is this document?

21 A. This is the national form center. This is a -- this is
22 where we go to print the forms for clients, or for banking
23 purposes. And this page relates to the printing, the consumer
24 and business manuals.

25 Q. Was there a national form center page like this in effect

as of October 2010?

A. Yes.

Q. If you look starting at Citi-0000135, it has -- it says "consumer account openings, stage 1, introduction." It goes on from there, stage 2, stage 3. Do you know what this is?

A. Yes. This is, this is from a system that we call the source. It's like a reference system. And we can go into this reference for -- and, and look up how to open a consumer account or business account, look up information regarding NRAs, operation, and so forth.

Q. And when you say "we," these account opening pages are accessible to the Citibank personal bankers?

A. Yes. To everyone, actually.

Q. To you as well.

A. To me as well as far as every branch in the country.

Q. If you could look on that same page 135, under step 3, it says "begin a discussion with the consumer to determine the need." And one of the points is "review the products and services available." Do you see that?

A. Yes.

Q. It also says, "Make representations that are clear, accurate, and likely to be understood correctly." It also says that "the disclosure is required to be read to the consumer at a deliberate and appropriate pace and provide clarity if necessary." Does this accurately reflect Citibank's policies

1 followed by the personal bankers at the branch as of October
2 2010?

3 A. Yes, it does.

4 Q. And if you could turn to the last page in this document, it
5 is Citi-0000153. It's consumer account opening step 3, open
6 account. And in step 2 it says, "Review the account opening
7 documents (i.e. welcome kit) with the customer and complete the
8 following." And I think you said before that the welcome kit
9 is what contains the client manual and the marketplace addendum
10 and other disclosures?

11 A. Yes.

12 Q. This step, was this in effect as of October 2010?

13 A. Yes.

14 Q. If you could look in step 5 in this document, it says,
15 "Provide the customer with all new account documentations and
16 disclosures." What are the account documentation and
17 disclosures?

18 A. Account documentation would be the confirmation page. And
19 any disclosures related to any credit discussions and the
20 client manual and addendums.

21 Q. Does this accurately reflect Citibank's policy as of
22 October 2010?

23 A. Yes.

24 MR. STRAUSS: Your Honor, I would respectfully like to
25 move to admit Exhibit 9 into evidence.

1 MR. KELLY: No objection.

2 MR. SPORN: No objection.

3 THE COURT: All right. Defendant's Exhibit 9 received
4 in evidence.

5 (Defendant's Exhibit 9 received in evidence)

6 MR. STRAUSS: I have no further questions, your Honor.

7 THE COURT: OK. Mr. Sporn?

8 MR. SPORN: Yes, please.

9 CROSS EXAMINATION

10 BY MR. SPORN:

11 Q. Mr. Lotto, I'm co-counsel with Mr. Kelly in this case.

12 Now let me ask you, have you ever met Mr. Bertram
13 Hirsch, the plaintiff, a plaintiff in this action?

14 A. No, I have not.

15 Q. You have not. And is it correct that it's a policy of the
16 bank that the personal banker should, when they open up a new
17 account, bring that customer to you? Is that the policy or
18 not?

19 A. It's, it's -- I, I -- it's not policy. It's prac -- it's
20 practice. I, I urge my client -- I urge my, my bankers to
21 introduce me to their clients.

22 Q. I see. Now, is there any reason as far as you know, in
23 October 2010, that Mr. Ashley did not bring Mr. Hirsch to you
24 to say hello, Mr. Hirsch lived in the neighborhood? Was there
25 any reason that you know of why that did not happen?

1 A. Well, the only reason -- the only reason would be, if
2 that's the case, I was either at a meeting, not in that day, or
3 currently with a client.

4 Q. OK. Now, you are aware, are you not, that when this issue
5 came up with Mr. Hirsch and Mr. Romanov, that our litigation
6 was founded, it was instituted? Are you correct -- am I
7 correct about that?

8 A. OK, yes.

9 Q. You are correct. And did you know that in and around 2011
10 or 2012, did you learn about that?

11 A. I don't know specifics.

12 Q. No, I'm asking you --

13 A. No, I'm not.

14 Q. -- hear of a --

15 A. No, I have not, actually. This is the first I've heard
16 about this litigation.

17 Q. You have not heard anything from Mr. Ashley, to about like
18 today, about this litigation?

19 A. No. I, I, I know that Mister -- Mr. Ashley, Vivian Safir,
20 and others had depositions. I know, I know of this, of this
21 case.

22 Q. OK. Now, between October of 2010 and today, did Mr. Hirsch
23 come into the bank to complain of either the personal banker or
24 about an issue about a 1099 that he received from Citibank?

25 MS. STRICKLAND: Your Honor, the question of the 1099

1 is not the subject of this hearing. That goes to the merits of
2 the case. And is not does not actually go to this issue, which
3 is about the enforcement of the arbitration provision.

4 MR. SPORN: The reason I ask it is because there was a
5 triggering mechanism here which goes to the credibility of the
6 witness, and Mr. Strauss talked about complaints coming in
7 about what contents were in the client manual and the addendum.
8 That's the reason I asked him.

9 THE COURT: So it's your suggestion that the complaint
10 about a 1099 relates to not receiving the client manual?

11 MR. SPORN: Exactly.

12 MS. STRICKLAND: Your Honor, that's preposterous. The
13 1099 is provided long after an account list is opened. The
14 issue on the merits in the case is whether the airline miles
15 should have been reported on the 1099. But a 1099 is a
16 document that comes long after the account opening, and has no
17 relationship to the issue before your Honor, which is the
18 arbitration motion.

19 THE COURT: I do believe that Mr. Strauss's
20 questioning about complaints were limited to the opening of
21 accounts. So in that report, I think that Mr. Lotto's answer
22 is consistent, and this raising of a 1099, which doesn't really
23 relate to the opening of the account, does not attack his
24 credibility.

25 MR. SPORN: It will, your Honor, as we connect from

1 this document 135, 000135, as to what allegedly Mr. Ashley
2 discussed with Mr. Hirsch. And one of the big items in 135
3 which has been introduced in evidence, your Honor, is simply --

4 THE COURT: Which exhibit is this?

5 MR. SPORN: This is now -- it's shown as Exhibit --
6 it's in Exhibit No. 9, which is document 0000135, and
7 Mr. Hirsch -- Mr. Lotto has testified that he went over this
8 information with Mr. Ashley.

9 Now, he's testifying that that was his normal, quote,
10 procedure and regular discussion with Mr. Ashley. This bears
11 exactly on credibility and what I want to do with Mr. Lotto at
12 this point.

13 THE COURT: Well, are you going beyond the direct
14 examination? Because I'm not exactly sure -- your argument or
15 your position is that he did not review with Mr. Ashley after
16 Mr. Hirsch opened the account? Is that your position?

17 MR. SPORN: Yes. And the reason it's so important is
18 because they --

19 THE COURT: What is your basis for saying he did not
20 review with Mr. Ashley?

21 MR. SPORN: I'm going to come to that in a few
22 minutes.

23 THE COURT: You had better come to it now.

24 MR. SPORN: OK.

25 Q. Mr. Lotto, you are familiar that Mr. Ashley was deposed in

1 this litigation; is that correct?

2 A. Yes.

3 Q. Did you ever did you have any discussion with him about
4 what the questions and answers were about --

5 A. No.

6 Q. You did not. OK. Now, I have Mr. Ashley --

7 THE COURT: Before we go any further, are you going to
8 impeach him with another witness's deposition?

9 MR. SPORN: Yes.

10 THE COURT: No. Let's move on.

11 MR. SPORN: The reason, the reason, your Honor, we
12 would move this into evidence because it directly contradicts
13 what he says he did with Mr. Ashley, and --

14 THE COURT: Well, you'll have to move it in during his
15 testimony. We're going to be dealing with documents later. Is
16 this part of the deposition?

17 MR. SPORN: Yes. It's part of Mr. Ashley's
18 deposition.

19 THE COURT: All right. Well, you can certainly offer
20 that in and make your argument about it. But let's not take up
21 Mr. Lotto's time with it now, especially since it appears he
22 has no idea what Mr. Ashley was deposed on.

23 Q. Let me ask you, do you know what an arbitration is?

24 A. Yes. I believe I do.

25 Q. Have you taken any business courses or law courses in

1 Baruch?

2 A. Yes, I have.

3 Q. And do you know the difference between a suit in either a
4 state or federal court and an arbitration?

5 A. No, I don't.

6 Q. You do know. And did you ever then discuss, in the period
7 that Mr. Ashley was with you for several years, as to what an
8 arbitration is?

9 A. No, I have not.

10 Q. OK. And so you never, with any of your personal bankers --
11 and you had another personal banker there besides Mr. Ashley,
12 didn't you?

13 THE COURT: Let's stick with Mr. Ashley for now.

14 Q. OK. You had two persons. And you never discussed with
15 them about what an arbitration is; is that true?

16 A. No, I have not.

17 Q. Do you know that an arbitration, a waiver to go into a
18 arbitration forsakes a constitutional right as shown in the
19 federal --

20 (Ms. Strickland rose)

21 THE COURT: Sustained. Don't even answer it. Don't
22 even finish it. Let's move on.

23 MR. SPORN: Well, I don't know whether he ever --

24 THE COURT: I don't want to know.

25 MR. SPORN: If I just may be heard a second, your

1 Honor, I don't want to go uphill on this, but it says, in 135,
2 which he talks about as going over, the first item is
3 "accurately and clearly state the material information, terms,
4 conditions, risks, and costs to the customer." And my question
5 to Mr. Lotto is whether he ever discussed that with Mr. Ashley
6 on or about the October 25th, 2010 date with Mr. Ashley.

7 Q. Did you ask him that?

8 MS. STRICKLAND: Objection.

9 A. I --

10 MS. STRICKLAND: Objection. I don't --

11 THE COURT: Don't answer.

12 Objection?

13 MS. STRICKLAND: I don't actually understand the
14 question.

15 THE COURT: I don't either, but you can try and
16 clarify it, Mr. Sporn.

17 Q. Are you familiar with the idea of a person waiving a jury
18 trial as a material term of an alleged agreement with a
19 customer?

20 MS. STRICKLAND: Objection. Your Honor, this is
21 irrelevant.

22 THE COURT: Yes. In other words, Mr. Sporn, your
23 point is that Mr. Lotto would not be able to explain to his
24 staff what are the relevant considerations about an arbitration
25 clause, and therefore if he had not been able to do that, then

1 they would not be able to do that to a client if a client asked
2 about it.

3 MR. SPORN: That is correct, your Honor.

4 THE COURT: OK. Noted.

5 MR. SPORN: OK, thank you, your Honor.

6 Q. Are you familiar with a person by the name of Nancy Lewis
7 in the Citibank organization?

8 A. Yes.

9 Q. And how do you know her?

10 A. I don't know her personally, no.

11 Q. Oh, but you spoke to --

12 A. I know of -- I know the name. I know of the person.

13 Q. OK. Now, do you know whether or not Ms. Lewis was deposed
14 in this litigation?

15 A. I, I'm not aware.

16 Q. OK. Now, is it correct that, as far as the litigation is
17 concerned, this case, that aside from the signature card that
18 Mr. Hirsch agreeably signed, that there is no other document in
19 the possession of Citibank that has his signature showing a
20 receipt or a release, or an acknowledgment that there is an
21 agreement to arbitrate?

22 MS. STRICKLAND: Your Honor, this is argument, not a
23 question.

24 THE COURT: No. It's a question. You can answer it
25 if you can. Yes or no. You want to repeat it?

1 THE WITNESS: No, it's OK.

2 A. Other than the signature card, there is not, other than my
3 end-of-day practice, to be confident that my employees in my
4 branch is maintaining compliance.

5 Q. So the answer --

6 A. So did --

7 Q. I'm sorry.

8 THE WITNESS: All right.

9 THE COURT: Are you finished?

10 THE WITNESS: Through.

11 Q. So the answer is no.

12 A. Other than the second card --

13 Q. There is no document --

14 A. That I know of, no, other than my -- the practice that I do
15 at the end of the day.

16 Q. And is there any written receipt in the possession of
17 Citibank showing any conversation you had with Mr. Ashley
18 regarding Mr. Hirsch's account? Is there an existing document?
19 Is there a checklist? Is there some review that's in your
20 file, other than the signature that we talked about on this --

21 A. The only thing that's in the file is the actual
22 account-opening document that is printed the next day, which
23 Mr. Strauss pointed out to.

24 Q. And that no longer exists, does it? We asked for it and we
25 didn't get it.

1 A. No. 2010 --

2 MR. STRAUSS: Objection, talking about two different
3 documents.

4 THE WITNESS: Are we?

5 THE COURT: Let's clarify what we're talking about
6 here. Mr. Sporn, what document are you referring to in your
7 question?

8 MR. SPORN: Other than the signature card which
9 Mr. Hirsch signed with Mr. Ashley.

10 Q. And my question to you is, other than that piece of
11 paper --

12 A. OK.

13 Q. -- there is no other writing, receipt, acknowledgment of a
14 so-called agreement to arbitrate --

15 A. Written document, no.

16 Q. OK. Thank you.

17 MR. SPORN: Now -- well, not to go further, I just
18 want to ask this, because I do have Mister --

19 THE COURT: Not to go further, but I'm going further.

20 MR. SPORN: No, no, no. No, no. I do have material
21 from Nancy Lewis which contradicts --

22 THE COURT: Well, we'll --

23 MR. SPORN: Let's do that later. OK. Fine. Thank
24 you, your Honor.

25 Q. Did you ever get requested from anybody at -- from --

1 excuse me, from Signature Bank, since October of 2010, to
2 provide a written statement or a certification regarding what
3 transpired between your office, the Great Neck office, and
4 Mr. Hirsch?

5 A. Repeat, repeat that question? I'm trying to understand it.

6 Q. Well, just repeat it?

7 THE COURT: No, no, no. You repeat it. It's your
8 question.

9 MR. SPORN: OK. I don't want to misstate it for the
10 reporter.

11 Q. Other than the signature card, do you acknowledge that
12 there is no Citibank document which shows a receipt,
13 acknowledgment, agreement to waive arbitration, do you agree
14 there is no such document that exists in Citibank?

15 MS. STRICKLAND: Objection, compound.

16 THE COURT: H'm, it is compound. But I think
17 Mr. Lotto can answer it. If you can't we'll break it down.

18 Can you answer that?

19 A. The client manual is a document that we give the client.

20 Q. No, sample saying aside from that?

21 THE COURT: Let's --

22 A. Aside from that, no, there isn't, other than the client
23 manual and the addendum is what we give the client.

24 Q. So I'm saying does Citibank ask the client to sign a copy
25 of receipt of the client manual?

1 A. No.

2 Q. No. And does Citibank ask the client in this process of
3 engaging with the client to sign up the client, receipt of the
4 market addendum?

5 A. No.

6 Q. No. And does Citibank send a letter within the next day or
7 two or three or month and so forth saying oh, here is a copy of
8 the client manual, and unless we hear from you otherwise, we
9 will deem that you have accepted this agreement? Do they do
10 that?

11 A. No.

12 Q. No. And is there any, is there any way that you know about
13 people -- strike that, please.

14 Now, Mr. Hirsch came in --

15 THE COURT: Actually, you're withdrawing it. So I am
16 not striking it.

17 MR. SPORN: OK, your Honor. Take that back.

18 Q. All right. Now, Mr. Hirsch came in pursuant to a
19 promotional offer. Am I correct?

20 A. Yes.

21 Q. And the promotional offer was, you come into the bank with
22 a check for \$25,000 -- I'm abbreviating -- you come in with a
23 check for \$25,000, you offer it and open up the account, and
24 you will, with a couple of conditions, you will be getting free
25 American Airlines mileage to the tune of about 20,000 --

1 MS. STRICKLAND: I object only because the offer
2 speaks for itself.

3 MR. SPORN: Well, I'm trying to draw --

4 THE COURT: Acknowledging that the offer speaks for
5 itself but rather than have the entire offer read into the
6 record, is that an accurate summary of the offer?

7 THE WITNESS: Yes, it is. It's an accurate summary.

8 Q. All right. Now, was this an inducement to other people in
9 and around the Great Neck area to come into the bank and to
10 seek to open up such an account?

11 MS. STRICKLAND: Your Honor, this is entirely
12 objectionable. It was actually already argued before the
13 magistrate. This is outside the scope of the current motion
14 before the Court, which goes to arbitration and not to the
15 merits of the underlying dispute. This clearly goes to the
16 merits of the underlying dispute.

17 THE COURT: Well, let me make an offer of proof of
18 Mr. Sporn. Why are you asking the question?

19 MR. SPORN: The reason is, I want to know what the
20 volume is, why in the world Mr. Hirsch never could see or meet
21 this gentleman, Mr. Lotto, where he testified --

22 THE COURT: That's not relevant. Objection sustained.
23 Move on.

24 Q. I'm going to ask you a question. Were you made aware, by
25 anybody from the Citibank account, as to providing a written

1 statement for the appeal of this matter to the Second Circuit?
2 Were you being asked by any legal staff or anybody to submit a
3 statement as to what you knew about Mr. Hirsch and his account?
4 Were you asked?

5 A. No, I have not, other than me being here today.

6 Q. OK. And did you ever ask Mr. Ashley whether he received a
7 communication from anyone at Citibank as to a statement or some
8 affirmation --

9 A. I have not spoken to Mr. Ashley.

10 Q. You have never --

11 A. No, I have not asked him anything.

12 THE COURT: About this case.

13 THE WITNESS: About this -- yeah. Yes.

14 MR. SPORN: Would I be out of order to read something
15 from a witness that we took, Ms. Nancy Lewis, I a 30(b)(6), as
16 to whether he agrees or disagrees with it?

17 THE COURT: Yes, you would be out of order.

18 MR. SPORN: OK. And I'll --

19 THE COURT: Thank you for asking, though.

20 Q. Now, I'm testing your memory now. From, say, 2010 to the
21 present, is it your testimony that nobody has ever come to you
22 and complained about not receiving a client manual or a market
23 addendum?

24 A. No one has complained.

25 Q. Nobody has ever complained.

1 A. No.

2 Q. You know long the client manual list?

3 A. Excuse me?

4 Q. Do you know how long is the client manual list?

5 A. How long?

6 Q. Yes.

7 A. It's a booklet.

8 Q. How many pages?

9 A. Off the top of my head I do not know.

10 Q. Well, could I tell you that according to the exhibit it's
11 close to 50 pages, five-0 pages? Do you know that?

12 A. I do not.

13 Q. Oh, good. Did you ever read the entire client manual?

14 A. I have not read the entire client manual, no.

15 Q. OK. You are familiar, at the very end, are you not, that,
16 in the upper 40s, 46, 48, that there is language about waiver
17 of a trial by jury, waiver of participation in a class action?
18 Are you aware of that?

19 A. I know there's an arbitration clause in the manual.

20 Q. So that you're unfamiliar about a customer not being able
21 to join in a pending class action and be a member of a class
22 action? Are you aware of that?

23 MS. STRICKLAND: Your Honor, objection. I think we've
24 already treaded this ground and your Honor sustained the
25 objection on this exact same thing. The document has an

1 arbitration provision. We can all agree to that. It says what
2 it says. The characterization is actually inaccurate. And we
3 move that the --

4 MR. SPORN: There's a reason, your Honor. Because he
5 ostensibly discussed with his --

6 THE COURT: We've already been through that.

7 MR. SPORN: I know that. So now I'm trying to get an
8 understanding from Mr. Lotto as to if he had an understanding
9 of that so he could talk to the personal banker. That's why
10 I'm doing it.

11 THE COURT: I think we, as Ms. Strickland has
12 suggested, have been over that. I have asked him about it and
13 you have asked him about his understanding of arbitration and
14 whether or not he would be able to discuss it. And the answer
15 was no.

16 MR. SPORN: OK.

17 THE COURT: So then why are we asking --

18 MR. SPORN: So now I'm going into another part that's
19 written in the arbitration language as to whichever of the
20 right to go into a class action that --

21 THE COURT: OK. All right.

22 MR. SPORN: -- that belongs there.

23 THE COURT: All right. What is it, Mr. Lotto, that
24 you understand about the significance of the arbitration
25 clause, if anything?

1 THE WITNESS: What I understand, it doesn't include --
2 it doesn't include the costs of the third party that's
3 involved, that works with the two parties. That's what I
4 understand.

5 THE COURT: So, in other words, if there's a
6 disagreement, then it doesn't go to court; it goes to
7 arbitration.

8 THE WITNESS: Right. Yes.

9 A. And in terms of the client manual, I do need not have read
10 the whole manual in its entirety. The personal banker is not
11 required to read the whole manual. But we have a -- ever have
12 any questions, it is -- it is known that we pick up the phone
13 and we call legal. So if I had a client that asked questions
14 about what you're describing to me, my bankers know, call up
15 legal and get an explanation.

16 Q. Oh, is that right?

17 A. And they would explain it.

18 Q. Is that right?

19 A. We would.

20 Q. Are you aware that --

21 A. If there's something that we don't understand --

22 THE COURT: Hold on.

23 A. -- we'd call our legal department for an understanding.

24 Q. My question is, are you aware whether or not Mr. Hirsch
25 came into your bank, complaining about the so-called client

1 manual, and spoke to Ms. Sarraf, Sarraf, and Ms. Vivian Safir,
2 about the opening of this account? Are you aware of that?

3 MS. STRICKLAND: Objection, that's not in evidence.

4 THE COURT: There's no basis in the evidence for that?

5 MS. STRICKLAND: No. I read the deposition transcript
6 last night and it's not in there. So, no, there's no basis in
7 fact for this.

8 MR. SPORN: We dispute that.

9 THE COURT: Can you take a deposition and show me
10 where the basis is for you asking this question?

11 MR. SPORN: Yes. It's in the full deposition of
12 Mr. Hirsch when he is testifying. And he is going to come and
13 tell you who he spoke to at the bank complaining.

14 THE COURT: All right. So it's your witness who is
15 going to testify about it.

16 MR. SPORN: Yes.

17 THE COURT: OK. So I will hear that, when Mr. Hirsch
18 testifies.

19 MR. SPORN: Thank you. May I just have a moment to
20 look through some notes?

21 THE COURT: Absolutely.

22 MR. SPORN: Thank you, Judge. (Pause)

23 Q. You had used the phrase "a welcome kit," did you not?

24 A. Yes.

25 Q. You did. What does a welcome kit look like? What color?

1 A. It's a white folder. It has pockets, two pockets, a pocket
2 on each side.

3 Q. OK. Did you ever ask Mr. Ashley whether he gave a welcome
4 kit to Mr. Hirsch?

5 A. When I did end-of-day reviews.

6 Q. No, I'm --

7 A. -- I ask my bankers -- that includes Michael. I don't do
8 one-on-ones. I have them as a group. Did they give -- I ask
9 them if they give the opening, the welcome kit to the clients.
10 Yes.

11 Q. Your answer is, yes, you asked Mr. Ashley and he said, yes,
12 I gave Mister --

13 A. You're asking me to go back to a specific.

14 Q. Let me --

15 A. -- point in time. All I know is at the end of the day when
16 I do wrap-ups, I ask my bankers if they gave the welcome kit to
17 their clients. And the answer is yes. I'm -- a banker has
18 never told me that they haven't given it. Plus, where I sit,
19 where my office is, my office is like this. And where you're
20 standing, you represent one of my personal bankers' desks. I
21 can see right through my window folders being given out to
22 clients.

23 Q. You have given me a long answer.

24 A. I don't mean to.

25 Q. I'm just asking you, did you ever ask Mr. Ashley, did you

1 give a welcome kit, containing a client manual, and an
2 addendum -- let me finish -- and an addendum to Mr. Hirsch?
3 Yes or no.

4 A. Yes, at the end-of-day process, yes.

5 THE COURT: Now, now, let me -- I think this
6 clarification --

7 THE WITNESS: He speaks --

8 THE COURT: I know, I know. Let me see if I can help.
9 The interesting thing is that the person who really has to
10 understand what's being said is me. So if I can get this, then
11 I think we're ready to move along.

12 Mr. Sporn, are you asking whether, on a one-on-one,
13 Mr. Lotto asked Mr. Ashley, did you give a kit to Mr. Hirsch,
14 or are you asking, in his group wrap-up, whether or not he put
15 out the general question, did you give kits to the new people
16 and nobody said, no, I didn't?

17 MR. SPORN: First the first part of your question. It
18 was very direct.

19 Q. Did you ask Mr. Ashley, on a one-to-one basis, did you give
20 a welcome kit to Mr. Hirsch that contains a client manual and a
21 marketplace addendum? What is your answer?

22 A. The answer would be yes.

23 Q. Are you guessing on that or are you --

24 A. No. I -- the answer is yes. My answers -- when I do my
25 end-of-the-day wrap-ups, I go to each account that they opened,

1 and I ask, did you give a folder to the client, and the answer
2 will be yes.

3 Q. And did you ask Mr. Ashley, why didn't you bring Mr. Hirsch
4 to me so I could meet him? Did you ask him that?

5 A. I don't -- I don't understand that question. If I didn't
6 meet a client, that means I wasn't there. So it's -- either I
7 wasn't there in a meeting, I was off, or I was with a client.
8 I can't remember a specifically that I sat with them that day.
9 You know, you know that, I, that I asked him that question, why
10 didn't you introduce me to a client.

11 Q. So your answer is, no. You didn't ask Mr. Ashley that.
12 You did not, from your personal recollection. Do you believe
13 that to be true?

14 A. I can't, I can't recall. But like said, it's practice, not
15 policy.

16 MR. SPORN: I have no further questions, your Honor.

17 THE COURT: All right. Thank you, Mr. Sporn.

18 Mr. Strauss, any redirect?

19 MR. STRAUSS: No, your Honor.

20 THE COURT: All right. Thank you.

21 Mr. Lotto, thank you very much. You may step down.

22 THE WITNESS: Thank you, your Honor.

23 (Witness excused)

24 MR. SPORN: Subject to skipping some portions of the Q
25 and As from the various depositions we took, we have Mr. Hirsch

1 here. I'd like to call him.

2 THE COURT: OK. I have no problem with that. We are
3 going out of order again to make sure that we assist --
4 although I expect -- although I'm not holding you to this,
5 Mr. Hirsch, you probably have an interest here that might make
6 you stay beyond your testimony, and you are certainly welcome
7 to do so. But in keeping with giving you the opportunity to
8 finish up your testimony, to start it before lunch, would you
9 please come up and take the stand.

10 MR. SPORN: Mr. Hirsch.

11 THE COURT: Mr. Hirsch.

12 MR. SPORN: OK.

13 THE WITNESS: Thank you, your Honor.

14 THE COURT: Would you remained standing and raise your
15 right hand.

16 THE WITNESS: OK.

17 THE COURT: Do you solemnly swear the testimony you
18 are about to give will be the truth, the whole truth, and
19 nothing but truth, so help you God?

20 THE WITNESS: Yes.

21 THE COURT: Please be seated.

22 THE WITNESS: Thank you.

23 THE COURT: Would you state your full name and spell
24 your last name for the record, please.

25 BERTRAM HIRSCH,

1 a plaintiff herein,

2 having been duly sworn, testified as follows:

3 THE COURT: Would you raise that microphone a bit.

4 THE WITNESS: Yes, sure.

5 THE COURT: Would you just count to five for me.

6 THE WITNESS: One, two, three, four five.

7 THE COURT: OK. You may proceed.

8 DIRECT EXAMINATION

9 BY MR. SPORN:

10 Q. Mr. Hirsch, what is your age, sir?

11 A. My age? 66. Almost 67, but...

12 Q. Am I correct to say that you were or are at least partially
13 doing some law work at the present?

14 A. Yes.

15 Q. Could you just briefly tell the Court your educational
16 background and the nature of your legal services.

17 A. Bachelor's degree from counselee, Queens College, law
18 degree from NYU 1971, 40-plus years of practicing federal
19 Indian law.

20 Q. What was your specialty in the practice of law?

21 A. Federal Indian law.

22 Q. When you say federal Indian law, could you just tell us a
23 little bit about that.

24 A. It was a broad -- it was a rather a broad practice of
25 representing Indian tribes in every manner of, of concern that

1 they had, legislative, judicial, and administrative.

2 Q. And when you say "Indian tribes," was this contained within
3 some or many of the states of the United States of America?

4 A. Many of the states.

5 Q. What states did you practice in?

6 A. Well, more to the point, what states did I have clients in.
7 But Alaska, New York, South Dakota, North Dakota, Montana,
8 Wisconsin, Minnesota, occasionally in Utah, New Mexico,
9 Arizona, California, once in a while in Oklahoma, etc.

10 Q. And, sir, what percent of your working day roughly is
11 occupied by the practice of law at the present time?

12 A. Currently, 25, 30 percent.

13 Q. Now, did there come a time in October of 2010 that you went
14 into a Great Neck office of Citibank to discuss an account?

15 A. Yes.

16 Q. And can you tell us, from the moment you -- whatever you
17 received to get you into the Citibank office in Great Neck,
18 tell us what happened, what you did, and what was said to you.

19 A. Well, sometime in October of 2010, probably at the
20 beginning of the month, I received a mailing from Citibank
21 offering 40,000 miles, American Airlines miles, American
22 Airlines being an airline where I have a frequent flier
23 account, for opening up a checking account and/or a savings
24 account. The checking account offer was for 20,000 miles. The
25 savings account offer was for another 20,000 miles. And I

1 decided I would pursue that.

2 So I went into the bank on October 25, 2010. The bank
3 was about a mile from my house. And I went in, and there was a
4 bank official there who, for lack of a better description, I
5 would call a greeter, who asked me what the purpose of my
6 entrance into the bank was, and I said I wanted to open up an
7 account. I waited a few minutes and I was referred to
8 Mr. Ashley in his office. I went in. I said to him, I have
9 this promotional offer for American Airlines miles and I want
10 to open up the accounts that are described on the back of the
11 offer. There's a whole lot of fine print on the back of the
12 offer describing the accounts.

13 And he took the offer from me, the paper that I had
14 received in the mail. He was not familiar with it as far as I
15 can recollect. He sat there reading it for a few minutes. And
16 then he proceeded to open up a checking account and a savings
17 account. And it was very, very perfunctory, very routine.
18 Probably took no more than 20 minutes. And that was about it.

19 Q. Did you give a check for \$25,000 to Citibank?

20 A. I did, because if I wanted to receive the 20,000 miles
21 pertaining to the savings account portion of that offer, that
22 portion required a \$25,000 deposit for a specified period of
23 time.

24 Q. And did you, at the time you spoke with Mr. Ashley, did you
25 ever ask him whether or not you would be receiving any 1099 or

1 anything from tax information regard to opening this account?

2 A. I --

3 MS. STRICKLAND: Objection, relevance, about the 1099.

4 THE COURT: Yes. I don't think that that's going to
5 help you in terms of the arbitration aspect.

6 Q. Now, did you get a so-called welcome kit that you heard
7 while you were sitting here during the cross?

8 A. I did not.

9 Q. Did you get a welcome kit?

10 A. I did not.

11 Q. You did not. And did you get a so-called client manual
12 that the defendants say they gave you on that day?

13 A. No.

14 Q. You did not.

15 A. No.

16 Q. Did you receive a marketplace addendum from Mr. Ashley at
17 that time?

18 A. No.

19 Q. Did you, within the next day or week or month or two
20 months, whatever it may thereafter been at that time, did you
21 receive any mailing from Citibank saying, enclosed herein is a
22 client manual, enclosed is a market addendum? Did you receive
23 such a document?

24 A. The only post account-opening mailings that I ever received
25 from Citibank was monthly account statements.

1 Q. So tell us then what if anything you did receive from that
2 day from Mr. Ashley.

3 A. Mr. Ashley provided me first and foremost, in my mind first
4 and foremost, with what Mr. Lotto called the confirmation of
5 account opening. I don't know what the correct terminology is
6 for that document. But it was the document that just
7 identified the fact that I had a checking account with an
8 account number, a savings account with an account number, and
9 it showed the \$25,000 credited to the savings account. And in
10 addition to that, there was a home equity line document, which
11 I either had to accept or decline. I declined it. I wasn't
12 interested. I wasn't in the bank for a home equity loan. I
13 didn't care about that, but they handed it me anyway.

14 And there was a privacy notice, which was handed to
15 me. I think it was two sheets, two pages. And then there was
16 a -- there was a third document -- a fourth document, rather,
17 which I'm blanking on at the moment but it was also something
18 that I had to accept or decline, that I wasn't interested in.
19 I declined it.

20 Q. It was not a client manual, was it?

21 A. No. It was just one sheet of paper.

22 Q. Now, you said something about a document called privacy
23 notice. Could you tell the Court what that is.

24 A. It's a detailed legal statement about how the bank is going
25 to use your personal information. Whether they -- whether

1 they'll share it with affiliates of Citibank or outside
2 entities or not. And under what terms and conditions.

3 Q. Did you ever see a privacy notice annexed to the alleged
4 client manual that's under discussion in this case?

5 A. I did, after the client manual was filed as a Citibank
6 exhibit to one of their filings in this litigation. That's the
7 first time I ever saw it.

8 Q. And did you provide a certification in connection with the
9 appeal of this matter to the Second Circuit? Did you file for
10 a certification, which is annexed as one of the existing --

11 A. A declaration.

12 Q. A declaration.

13 A. Yes, I did.

14 Q. Did you sign that?

15 A. Yes.

16 Q. And you submitted that as part of your position in this
17 case; is that correct?

18 A. Yes.

19 Q. Did Mr. Ashley ever invite you to meet Mr. Lotto, not here
20 but --

21 A. No.

22 Q. He did not ask you to meet Mr. Lotto?

23 A. No.

24 MR. SPORN: Your Honor, I will ask this question
25 because it embraces what Mr. Lotto said about a, quote,

1 complaint. So I have to --

2 THE COURT: Just go ahead. See if you get an
3 objection. If you do, I'll rule on it.

4 Q. Did there come a time that you went into the Great Neck
5 branch of Citibank with regard to a complaint?

6 A. Well, yes. In January of 2012, I received a 1099.

7 MS. STRICKLAND: Objection. Completely irrelevant.

8 THE COURT: I'll let him finish.

9 A. And I was rather irate about it, because I had had this
10 discussion with Mr. Ashley when I opened the account, frankly.
11 On the back of the offer, of the promotional offer, it says,
12 customer is responsible for taxes if any. I specifically asked
13 Mr. Ashley, what taxes if any are there in relation to this
14 promotional offer. He specifically answered, none. Had I
15 known what I know now, I would never have opened the account.
16 But that's another story.

17 In any event, I went in there because I wanted
18 Citibank to provide me with a corrected 1099 showing zero
19 income had been received with respect to the accounts I opened.
20 And Mr. Ashley no longer worked there at that time. He was
21 already -- moved on to another job. But I did speak to two
22 bank officials, Safir and Sarraf. They knew nothing about
23 anything that I was relating to them about the promotional
24 offer or the 1099. But they said they would take down all the
25 information and somebody would call me back. And I left

1 without an answer that day. And I went back to the bank a
2 couple times after that, to see if I could get an answer, all
3 within the space of several days' time. And ultimately, I just
4 got a, what I call blowoff response that, sorry, we're issuing
5 1099s on this and there's nothing we can do about it. The
6 local branch people didn't know anything further. They didn't
7 get any information of use to me. So...

8 Q. Thank you.

9 MS. STRICKLAND: Your Honor, I move to strike all of
10 that testimony, which has no bearing on the issue of
11 arbitration.

12 THE COURT: Well, I agree with you, it has no bearing
13 on the issue of arbitration. But it is testimony given under
14 oath, and should this advance at any point, you can use it for
15 impeachment purposes if necessary. So I think that Mr. Hirsch
16 feels better, having gotten it out of his system under oath.
17 I'm going to leave it. And I'm going to move on.

18 MR. SPORN: Thank you.

19 I have no further questions of Mr. Hirsch.

20 THE COURT: All right. Any cross-examination?

21 MS. STRICKLAND: Yes, your Honor.

22 THE COURT: And since it's not struck, if you want to,
23 you can go into it as well.

24 MS. STRICKLAND: I think I'll save that for when we
25 really get to the merits, or arbitrate the merits.

1 CROSS EXAMINATION

2 BY MS. STRICKLAND:

3 Q. Good morning, Mr. Hirsch. As you know --

4 THE COURT: I'm sorry. I held you. It's actually
5 good afternoon.

6 MS. STRICKLAND: Oh, you're right. Well, your Honor,
7 I'm on California time, it's morning. But I am beginning to
8 adjust.

9 Q. In any event, good afternoon, Mr. Hirsch. I'm Julia
10 Strickland. As you know, I represent Citibank in connection
11 with this matter. You briefly described your employment
12 through law school and your practice. Let me ask you a couple
13 of very straightforward questions about this. You're admitted
14 to practice in this court; is that correct?

15 A. That's correct.

16 Q. And you're admitted to multiple circuit courts across the
17 country; is that correct?

18 A. Quite right.

19 Q. Can you tell me in which circuits you're admitted to
20 practice law.

21 A. This circuit, the Second Circuit, Eight, Nine, Ten, the
22 federal circuit.

23 Q. And you are also admitted to practice before the United
24 States Supreme Court, correct?

25 A. I am.

1 Q. You have argued before the United States Supreme Court,
2 correct?

3 A. I have.

4 Q. And have submitted briefing before the United States
5 Supreme Court, correct?

6 A. A number of times.

7 Q. You testified that you opened two accounts in October at
8 the Citibank branch in Great Neck. That was on October 25,
9 2010, correct?

10 A. Correct.

11 Q. And you opened those accounts with Michael Ashley; is that
12 right?

13 A. Correct.

14 Q. And you assumed, did you not, that the Citibank accounts
15 you opened on October 25, 2010 were governed by an agreement,
16 correct?

17 A. I didn't assume anything. I assumed that Mr. Ashley was
18 giving me whatever I needed to have with respect to my account.

19 Q. Well, is it your testimony as you sit here today that you
20 did not assume they were governed by an agreement?

21 A. My testimony is what I said in my deposition, but I assume
22 that all accounts in the bank are governed by some agreement.

23 Q. In fact at your deposition you testified, and I quote, I
24 would assume that any account I have with any entity, banking
25 or otherwise, is governed by some agreement? Correct?

1 A. Correct.

2 Q. So fair to say, then, that since you assumed that any
3 account you had opened with a bank, as you testified to both at
4 deposition and a few moments ago, you would also have assumed
5 that your account with Citibank was governed by an agreement,
6 correct?

7 A. I would assume that the Citibank account was governed by an
8 agreement. But that is something entirely different from
9 assuming that the promotional offer that I received was
10 governed by that agreement.

11 Q. When you opened your bank accounts, two of them, with
12 Citibank, Mr. Ashley gave you a number of documents, as he
13 testified to, correct?

14 A. He gave me four separate documents.

15 Q. It's actually a yes-or-no question. I'd appreciate the
16 teens questions I asked, rather than amplifying.

17 A. Well, a number -- I know what a number means. I'm telling
18 you he gave me four documents.

19 Q. He gave you four documents. And one of those documents was
20 a signature card; is that right?

21 A. No. He didn't give me that to take home with me. He gave
22 me that. He gave me that in the bank to sign. And he kept it.

23 MS. STRICKLAND: Your Honor, may I approach the
24 witness?

25 A. I thought, I thought you're talking about documents that I

received.

THE COURT: Wait, wait. Mr. Hirsch. Just a second.
Just a second.

THE WITNESS: Yes.

THE COURT: Your question to Mr. Hirsch related to documents that he took home with him or related to documents that he had and signed at the bank.

MS. STRICKLAND: Provided by Mr. Ashley, which would include both.

THE COURT: OK. So let's break it down.

MS. STRICKLAND: That would be my pleasure. May I approach the witness with a binder?

THE COURT: Yes. If you could give that to Mr. Hirsch, that would be helpful.

MS. STRICKLAND: Thank you, your Honor, I misunderstood your question. I thought you were referring to what I took home with me.

Q. Well, we'll break it down. You signed a signature card when you opened your account with Citibank, correct?

A. That's correct.

Q. Let me direct your attention to what's been admitted into evidence as Exhibit 2, which is in your binder. That's the signature card, correct?

A. Correct.

Q. And in addition, Mr. Ashley gave you a number of documents,

1 you said, to take home, correct?

2 A. I said he gave me four documents to take home.

3 Q. OK. One of those documents was something that reflected
4 the accounts that you opened on that day; is that right?

5 A. That's right.

6 Q. And let me turn your attention to Exhibit 10 in your
7 binder, the document entitled "Citi Products Opened/Applied For
8 Today." Do you see that?

9 A. Yes.

10 Q. And is that the document you've referred to that Mr. Ashley
11 gave to you to reflect the accounts you opened?

12 A. Yes.

13 MS. STRICKLAND: We would move that exhibit 10 be
14 admitted into evidence.

15 MR. SPORN: No opposition.

16 THE COURT: Defendant's Exhibit 10 received in
17 evidence.

18 (Defendant's Exhibit 10 received in evidence)

19 MS. STRICKLAND: Thank you, your Honor.

20 Q. And the other document you side that was provided to you
21 was the privacy notice, yes?

22 A. That was one of the four.

23 Q. And you recall a few moments ago you testified as to the
24 content of that privacy notice, correct?

25 A. In general terms, yes.

1 Q. But you would agree that, at the time that you opened the
2 account, you didn't read it; is that right?

3 A. That is right.

4 MR. SPORN: Object -- I -- excuse me. I'm not sure I
5 got that question. Could we get that question --

6 THE COURT: "But you would agree that, at the time
7 that you opened the account, you didn't read it; is that
8 right?"

9 "A. That is right."

10 A. I glanced at it, but I didn't read it.

11 Q. You have two homes, one in Great Neck and one in Floral
12 Park; is that right?

13 A. I have one home in Great Neck. I have my office in Floral
14 Park.

15 Q. And you keep personal files in both the Floral Park house
16 and in Great Neck?

17 A. No.

18 Q. Where do you keep your personal documents?

19 A. At my office.

20 Q. At your deposition you testified that you keep your
21 documents largely in Floral Park but not entirely. Is that
22 incorrect?

23 A. No.

24 THE COURT: Wait. Did you so testify?

25 THE WITNESS: I probably did.

1 THE COURT: OK. And is that correct?

2 THE WITNESS: It's correct that the vast bulk of my
3 personal documents are in Floral Park, and I can't avoid
4 getting some little bits of documents in Great Neck.

5 Q. So you keep documents at two locations, correct?

6 A. Not banking documents. They're all in Floral Park.

7 Q. And you also testified that your wife likes to throw things
8 away. Correct? In fact, I think you characterized her as a
9 thrower-awayer.

10 A. Yes. My wife likes to keep as little as she can in, in the
11 way of paper. And I like to keep as much as I can in the way
12 of paper.

13 Q. How long did the account-opening process take with
14 Mr. Ashley?

15 A. Not more than 20 minutes.

16 Q. Would you say it took 20 to 25 minutes?

17 A. Could have.

18 Q. Well, that's what you testified to --

19 A. Yes. I remember I testified to that. So I -- it was
20 around 20 minutes.

21 Q. So somewhere between 20 and 25.

22 A. Sure.

23 Q. And during the course of that process, you did not ask
24 Mr. Ashley for a copy of the agreement governing your Citibank
25 account; is that correct?

1 A. No, I did not.

2 Q. At any point in time did you ask anyone at Citibank for a
3 copy of an agreement governing your Citibank account?

4 A. No.

5 Q. When you opened your Citibank account, would you say that
6 you were as careful as you normally would be in any business
7 transaction?

8 A. As careful as I normally would be in opening up a bank
9 account at any bank.

10 Q. Well, what -- I'd like you to respond to my exact question.
11 Would you agree that when you opened your Citibank account,
12 actually two, you were as careful as you would normally be in
13 any business transaction?

14 A. Well, I don't know how to answer that, because it depends
15 on what the business transaction is. You know, are you talking
16 to me about a business transaction where I'm representing
17 somebody as an attorney, or a personal transaction? I don't
18 know. I don't know what -- I don't know how to answer that,
19 because it all depends on the nature of the transaction.

20 Q. Well, let me read your testimony to you from your
21 deposition and ask you if you would now like to change it. You
22 testified:

23 "A. I mean, I walked into the bank, I sat down, I said I wanted
24 to open an account, and we went through the process. I was as
25 carefully -- as careful as I would normally be in any business

1 transaction, making sure that I was getting what I came into
2 the bank to get, you know."

3 A. Yes.

4 Q. Is that correct?

5 A. Yes. The last part of that clarifies the first part.

6 Q. OK. And would you say that you have typical meticulous
7 lawyering skills?

8 A. Yes, I would say that.

9 THE COURT: In fact did you say that at your
10 deposition?

11 THE WITNESS: Well, she's quoting my deposition, so
12 I --

13 THE COURT: Is this going someplace?

14 MR. SPORN: Wait a minute. I am going to take an
15 objection, because I don't think that Ms. Strickland is reading
16 from the deposition. Was that a Q and A or did you just make
17 that up now?

18 MS. STRICKLAND: Would you like me to read it from the
19 transcript?

20 THE WITNESS: No, she's reading the decision.

21 MR. SPORN: Just read that. "Typical lawyering," what
22 was your question?

23 MS. STRICKLAND: Well, the question has been asked and
24 answered, but the question was whether he testified, he says he
25 has typical meticulous lawyering skills. And that was in fact

1 his testimony at the deposition.

2 THE COURT: OK.

3 THE WITNESS: By the way, I haven't counted putting in
4 lawyers who don't have typical and meticulous lawyers skills,
5 but it's another story.

6 THE COURT: OK. At this point we're going to take a
7 luncheon recess.

8 We will we will resume at 2:30. Enjoy your lunch.

9 MS. STRICKLAND: Thank you, your Honor.

10 MR. SPORN: Thank you, Judge.

11 (Witness excused)

12 (Luncheon recess)

13 (Continued on next page)

A F T E R N O O N S E S S I O N

2:40 p.m.

THE COURT: Good afternoon. I apologize for being late. Mr. Hirsch, would you resume the stand, please.

BERTRAM HIRSCH, Resumed.

THE COURT: Mr. Hirsch.

MS. STRICKLAND: Thank you, your Honor.

CROSS EXAMINATION (Cont'd)

BY MS. STRICKLAND:

Q. Mr. Hirsch, welcome back from the lunch break. We are continuing with the examination, your cross-examination.

You've had bank accounts from the time you were a teenager going back some 50 years; is that right?

A. Yes.

Q. And during that time you've had quite a few bank accounts.

A. Quite a few.

Q. And would you say that, routinely, over the 50 years that you've had bank accounts, you've never had a need to review the terms and conditions of the bank accounts that you had?

A. I have had occasion to review specific terms pertaining to a specific issue that I might have had at a given moment in time, like, for example, breaking a CD and wanting to know what those provisions were with respect to early-withdrawal penalties and so on.

Q. Is it fair to say that as a general proposition it is the

1 rarest of rare occasions to ever have such an issue that
2 requires you to review account terms?

3 A. I have never until this moment in time ever had a dispute
4 with a bank over anything.

5 Q. At the time that you opened your account with Citibank, or
6 accounts with Citibank, that are --

7 THE COURT: Well, wait. I want to make sure that the
8 answer actually addresses the question. Mr. Hirsch, I think
9 that Ms. Strickland said, "Is it fair to say that as a general
10 proposition it is the rarest of rare occasions to ever have
11 such an issue that requires you to review account terms," and
12 then you say, "I have never until this moment in time ever had
13 a dispute with a bank over anything"?

14 THE WITNESS: No, simply don't. Well, no, not a
15 dispute. But I have had, several occasions, not very many, but
16 several occasions where I needed to look at particular
17 provisions of bank requirements pertaining to wire transfers or
18 stop payments, just ordinary routine things that happen in the
19 course of banking. And I would zero in on those particular
20 provisions and see what they were so I would know what the fees
21 were and whatever, whatever other requirements there might be
22 for what I was concerned with at the moment.

23 THE COURT: OK. All right.

24 Q. And when you would zero in on those occasions, you would
25 know to look at the agreement that you had with the bank in

1 order to do so, correct?

2 A. Right.

3 Q. At the time --

4 A. Or if I didn't have it I'd ask for it.

5 Q. At the time that you had your account -- that you opened
6 your two accounts with Citibank in October of 2010, you also
7 had at least three other accounts with other banks at the same
8 time, correct?

9 A. Yes, I believe so.

10 Q. And those accounts were with Capital One, Flushing Savings,
11 and Bank of America; is that right?

12 A. That's right.

13 Q. In each of those instances, you did not receive an account
14 agreement from those banks; is that your testimony?

15 A. That was not my testimony at the deposition, and it's not
16 my testimony now. My testimony at the deposition was that I
17 had CDs at Capital One and that I did receive the terms and
18 conditions of those CDs. And with respect to Bank of America,
19 I testified at the deposition, and I will say it again now,
20 that I have a brokerage account at Merrill Lynch, which comes
21 with a checking account by Bank of America, because Bank of
22 America, as you may know, owns Merrill Lynch. So of course I
23 got tons of terms and conditions that are required by the SEC
24 when you have a brokerage account.

25 Q. At your deposition you testified as follows, at page 31,

1 line 8:

2 "Q. Do you recall receiving an agreement or terms and
3 conditions governing those accounts when you opened those
4 accounts?

5 "A. No."

6 Is that not your testimony?

7 A. Well, I think if you go on in the deposition you'll see
8 what I just testified to just now.

9 Q. Well, I will go on.

10 "Q. Do you have any reason to believe that those agreements
11 were not governed by an agreement"?

12 THE COURT: "That those agreements were not governed
13 by an agreement"?

14 MS. STRICKLAND: I'm sorry.

15 Q. "That those accounts were not governed by an agreement."

16 "A. I would assume that any account I have with any entity,
17 banking or otherwise, is governed by some agreement. But did I
18 ever receive such? No.

19 "Q. Do you recall reviewing an agreement from either Capital
20 One, Flushing, or Bank of America?

21 "A. No. I recall not reviewing. That's what I recall."

22 Then you testify later, on page 32, "I know that I was
23 not provided with an agreement by any one of those entities."

24 Is your testimony now, having answered that same
25 question, I take it, three times at your deposition, that you

1 did receive an agreement from those banks, or you didn't?

2 Because I'm confused.

3 A. My testimony is that I never got an agreement akin to a
4 client manual, or anything remotely resembling that, at any one
5 those institutions. But I did testify somewhere in that
6 deposition that I did get terms and conditions with respect to
7 CDs that I opened and with respect to the brokerage account
8 that I opened, which governs the checking account that I have
9 with Bank of America.

10 Q. Did you ever ask Mr. Ashley for the account agreement?

11 A. I did not.

12 Q. Did you ever call the branch and say, I'd like to see an
13 account agreement?

14 A. No. I had no reason to.

15 Q. Did you ever go online to Citibank, the online bank account
16 site, and try to get a copy of the agreement?

17 A. No, I had no reason to.

18 Q. Did you ever ask anyone for a copy of the agreement?

19 A. No. I didn't think the agreement pertained to anything I
20 was interested in.

21 Q. So to put it in a short sentence, you didn't feel that you
22 had a need for that agreement. Is that your testimony?

23 A. I did not have a need for it. And I was certain that I
24 didn't have a need for it, for a number of reasons.

25 Q. I would like to direct your attention to Exhibit 2, in

front you have, which is the signature part.

A. OK.

Q. You've already testified that that's your signature. We've already had this admitted into evidence. Do you see on the signature card where it says, above your signature and right after the box that says "name/sign, Bertram Hirsch," it says, quote, by signing below, I (1) certify my tax status, (2) agree to be bound by any agreement governing any account opened in the title indicated on this card"? Do you see that?

A. No, I'm not seeing the text, but I will accept your rendition of it.

Q. Well, I'd like to make sure that you see it.

A. I'm not sure where I'm looking here.

Oh, I see it, I see it. I do see it. OK. I was looking in the wrong place.

Q. Right under that top box.

A. OK.

Q. OK?

A. Yeah.

Q. When you signed the signature card, did you see on the signature card that it included the statement I just read to you?

A. I believe I did.

Q. When you saw that statement, did you ask Mr. Ashley what the "any agreement" referenced in the signature card was?

1 A. I didn't ask him. It could have been any or no agreement.
2 Didn't know what that -- you know, whether that purports to say
3 that there is an agreement or not. But I didn't ask him, no.

4 Q. But any --

5 THE COURT: One at a time.

6 Q. So in a word the answer is no?

7 A. No, I didn't ask him that because I didn't need to.

8 Q. Similarly, did you ask Mr. Ashley when you opened the
9 account for a copy of the "any agreement" referred to on the
10 signature card?

11 A. I didn't ask him, and he didn't offer it.

12 Q. I'd like to direct your attention next to what has been
13 marked as Exhibit -- and actually admitted -- as Exhibit 10,
14 which we looked at a little bit earlier, the "Citi Products
15 Opened" document. Do you see that?

16 A. 10, did you say? OK.

17 Q. Just let me know when you have it.

18 A. Yes, I have it.

19 Q. And you testified earlier that you received this document
20 at the time that you opened your accounts, correct?

21 A. Right, I did.

22 Q. And did you read this document while you were at the
23 branch?

24 A. I read the first, looks about two -- the first two thirds
25 of page 1. That's what I read.

1 Q. This is a document of one and a quarter pages, correct?

2 A. Well, maybe a little less than one and a quarter, but yeah.

3 Q. And your testimony is that you stopped reading at what
4 line?

5 A. I stopped reading about two thirds of the way down on
6 page 1.

7 Q. And would that be where it says the total of your deposits?

8 A. It says, where it says "total checking savings and return."
9 That's the line where I didn't -- I didn't read past that line.

10 Q. OK. So you basically read the amounts deposited but
11 nothing below that. Is that right?

12 A. That's right.

13 Q. You believed that this was a critical document that you
14 needed to have with respect to your Citibank accounts, correct?

15 A. That's right.

16 Q. And is it your testimony that, notwithstanding that this
17 was the critical document that you needed to have, that you
18 didn't read the entire page plus a little less than a quarter?

19 A. I read what in my opinion was the critical portion of that
20 document.

21 Q. I'd like to direct your attention to page 2 of this
22 document, in the less-than-a-quarter part that you referred to.
23 Do you see that? Top of page 2?

24 A. OK.

25 Q. Do you see where there's a section denoted by three

1 asterisks?

2 A. Yes.

3 Q. And it says, "The amount of any balance for any account is
4 not a record of deposits." Do you see that?

5 A. I see it.

6 Q. And then it says "As noted in your client manual, all
7 deposits must be verified by bank personnel and will appear on
8 your credit statement." Do you see that?

9 A. Yes, I see it.

10 Q. When you see that reference to client manual, did you ask
11 Mr. Ashley for a copy of the client manual referenced on that
12 document?

13 A. No. Again, I didn't need to because the sentence, in
14 context, refers to the crediting of deposits to an account, and
15 I wasn't concerned about that. So, I mean, why would I care
16 about the client manual, in the context that it's presented
17 here?

18 Q. I think you actually told us what you were mostly concerned
19 about was the crediting of deposits to your account.

20 A. Of course.

21 Q. So in the context of that, wouldn't you have wanted to see
22 the client manual referred to in that sentence?

23 A. No, because I had -- I had -- I had a receipt for my
24 deposit. Why should I be concerned about it? Am I going to
25 lose the money after I get -- after I make a deposit and get a

1 receipt for it? I don't think so.

2 Q. Well, let me note that the three-asterisk footnote comes
3 right after the balance number that you said was the critical
4 part of this document. Do you see that? It says 25 --

5 MR. KELLY: Your Honor, I object to this line of
6 questioning, your Honor. He clearly stated he did not read
7 past this section where she's questioning him on right now.

8 THE COURT: That's true. You don't have to answer.

9 Q. Is it fair to say you never requested a copy of the client
10 manual from Citibank?

11 A. I never did.

12 Q. I had like to direct your attention next to Exhibit 12 in
13 your binder. Can you identify this document for us?

14 A. It is the monthly statement that Citibank mailed to me and
15 is the first statement that I received after opening up these
16 accounts.

17 Q. Did you review this account statement when you received it?

18 A. I reviewed the first half of page 1.

19 Q. And did you stop after it said the balance?

20 A. I stopped where?

21 Q. After the line that says the balance of \$25,080.79?

22 A. The line that says total checking and savings at Citibank,
23 right. I stopped at that line.

24 MS. STRICKLAND: We would move to have Exhibit 12B
25 admitted into evidence.

MR. KELLY: We have no objection.

THE WITNESS: Let me revise that for a moment, or expand on.

MS. STRICKLAND: Mr. Hirsch, could you just wait a minute. I think we're dealing with the admission of the exhibit.

THE WITNESS: OK. Fine.

THE COURT: No objection. Defendant's Exhibit 12 received in evidence.

(Defendant's Exhibit 12 received in evidence)

THE COURT: All right. Do you wish to expand on any --

THE WITNESS: I do. I did not -- I have to amend my testimony, because I wasn't looking past page 1 of this document, I didn't realize there was another page on it. It's been a long time since I've looked at this. But of course I looked at the debits that I did on page 2. I did look at that.

Q. Which document are you now referring to?

A. I think we're on the same document, aren't we? Page 2 of 3? On the same document.

Q. I'm just making sure I'm understanding what testimony you're revising.

A. I said initially that I only looked at page 1 of this document, or half of page 1. But what I'm saying is, I

1 certainly looked at all the transactions that I engaged in via
2 debit purchases on page 2, to verify that they were accurate.

3 Q. OK. Looking at the first page of this document -- do you
4 have that in front of you?

5 A. Yes.

6 Q. And it's Exhibit 12 that we're talking about, the account
7 statement.

8 A. Yeah, 12, right. Yeah.

9 Q. Do you see where it says, "Please refer to your Citibank
10 account terms and details, and conditions for details on how we
11 determine your monthly fees and charges"? Do you see that?

12 A. Yes.

13 Q. Did you ever ask what constituted the Citibank account
14 terms and conditions?

15 A. I didn't because my accounts didn't carry fees or charges,
16 so I didn't care about it.

17 Q. Did you ever inquire at any point as to whether there were
18 account terms and conditions, for either account?

19 A. I didn't inquire, no.

20 Q. I would like next to direct your attention to Exhibit 11.

21 A. OK.

22 Q. What is this?

23 A. This is the offer that I received in the mail for the
24 American Airlines miles that prompted me to go to Citibank and
25 open up the accounts in question.

1 Q. Was this an important document to you when you received it?

2 A. Important in what sense? I'm not sure what you mean by
3 that.

4 Q. Did you view this to be an important document in any sense?
5 You testified earlier it caused you to open the account.

6 A. It was an -- I don't know what -- I don't know -- I
7 wouldn't characterize it as important. That's not an adjective
8 I would put on this.

9 Q. Did you read the offer?

10 A. Yes.

11 Q. All of it?

12 A. All of it.

13 Q. From top to bottom.

14 A. From top to bottom.

15 Q. I would like to direct your attention to the top of page 2.
16 This document is about a page and a third, correct?

17 A. Correct.

18 Q. At the top of page 2 of the offer, first line, do you see
19 that?

20 A. Yes, I see it.

21 Q. It says, and I quote, all accounts subject to approval and
22 applicable terms and fees. Do you see that?

23 A. I see it.

24 Q. Did you at any time ask what the applicable terms were for
25 the accounts that you opened at Citibank?

1 A. Well, we discussed the -- Ashley and I discussed the
2 interest rate on the savings account. That's about the only
3 term that we discussed. And if there was anything else that
4 needed to be revealed to me I would assume that Ashley would
5 have told me that. But there wasn't anything else. And I
6 didn't inquire any further.

7 Q. So you didn't inquire as to whether there were terms other
8 than the interest rate you were receiving. Is that right?

9 A. Well, not that I can recollect right now. I don't believe
10 there were any terms that were pertinent -- well, I mean, there
11 were requirements that the account had to remain open for a
12 certain specified period of time in order to receive the
13 airline miles, and there were terms pertaining to this offer
14 that had to do with making the debits that were necessary in
15 order to fulfill the terms of the promotion. But in terms of
16 the actual -- as far as the terms for the actual accounts are
17 concerned, no.

18 Q. No, you did not inquire, correct?

19 A. About the terms of the account, no.

20 Q. Going to the first page of this document, in the second
21 bullet point --

22 A. Second bullet, yeah, OK.

23 Q. -- it says, "Within 60 days of account opening customer
24 must complete at least one direct deposit." Do you see that?

25 A. I see it.

1 Q. Do you understand the term "deposit," when they relate to
2 bank accounts, mean putting money into the bank?

3 A. I understand that.

4 Q. So when you put money into the bank and you put it in the
5 account, it's a deposit in the account, yes?

6 A. In a generic sense, yes, not necessarily in Citibank's
7 context, though.

8 MS. STRICKLAND: I have no further questions. Thank
9 you, your Honor.

10 MR. SPORN: We have no questions of Mr. Hirsch.

11 THE COURT: All right. Thank you. You may step down,
12 Mr. Hirsch.

13 THE WITNESS: OK. Thank you.

14 (Witness excused)

15 MS. STRICKLAND: Oh, your Honor, may I move to
16 admit -- Mr. Hirsch, you can still step down. I neglected to
17 move to admit Exhibit 11 into evidence.

18 THE COURT: Any objection?

19 MR. KELLY: No objection, your Honor.

20 THE COURT: Defendant's Exhibit 11 received in
21 evidence.

22 (Defendant's Exhibit 11 received in evidence)

23 MS. STRICKLAND: Thank you, your Honor.

24 THE COURT: All right. Now that we've had our live
25 testimony, let me turn this back to you, Ms. Strickland.

1 MS. STRICKLAND: Your Honor, well, I guess the -- part
2 of this just depends on your Honor's preference. I move to
3 admit -- I'd like to go through the additional exhibits that we
4 presented to your Honor that are based on deposition testimony
5 and have each of those exhibits.

6 THE COURT: Along with the party deposition testimony
7 that supports it?

8 MS. STRICKLAND: Yes, your Honor. We have all of the
9 deposition excerpts highlighted and I can certainly cite to
10 your Honor where in those transcripts the underlying testimony
11 is. But it seems to me on the exhibits at this point,
12 plaintiffs probably will not contest many of them, and maybe we
13 could go through those before we go through --

14 THE COURT: Why don't you consult with them and see if
15 that is the fact.

16 MS. STRICKLAND: No, the exhibit --

17 THE COURT: No, no, why don't you talk to plaintiffs.

18 MS. STRICKLAND: Oh, talk to plaintiffs. That's fine.

19 (Counsel confer)

20 MS. STRICKLAND: So, your Honor, we have a stipulation
21 as to Exhibits 3, which is the daily transaction report for
22 plaintiff Romanov; 4, the signature card of Mr. Romanov; and
23 13, which is the account statement for Mr. Romanov.

24 THE COURT: All right. So that Defendant's Exhibits
25 3, 4, and 13 are admitted into evidence.

1 (Defendant's Exhibits 3, 4, and 13 received in
2 evidence)

3 MS. STRICKLAND: The only disagreement is with respect
4 to Exhibit 7, which is the marketplace addendum for California
5 and Nevada. And plaintiffs object, and they should state their
6 own grounds for objection, but the authenticity of that
7 document is not in dispute, I don't believe. Ms. Lewis
8 testified about that, and it's also been submitted in
9 connection with the interrogatory responses signed under oath.

10 THE COURT: All right. Mr. Sporn, Mr. Kelly, what is
11 the problem with this?

12 MR. SPORN: Well, we can't really stipulate to that
13 because our client has denied receiving this alleged document,
14 number one. Number two, there's no foundation to that. So we
15 can't stipulate, particularly in view of my earlier remarks
16 about the, quote, client manual being changed and varied. So
17 we can't really stipulate as to that.

18 THE COURT: All right. So --

19 MR. KELLY: And just also that wasn't in pamphlet
20 form, which we had discussed.

21 MR. SPORN: Yes, right.

22 THE COURT: Right. Ms. Strickland?

23 MS. STRICKLAND: Your Honor, the document is attached
24 to the interrogatories that have been served in this action
25 under oath and provided in this action, which are in the

1 appendix that we provided to your Honor with the prehearing
2 brief as Exhibit E, your Honor. And specifically the
3 marketplace addendum is appended as Exhibit C to that set of
4 interrogatories and referenced in interrogatory response no. 9.
5 And the interrogatories are signed under oath by Ms. Lewis.

6 MR. KELLY: I just want to make clear on the record,
7 your Honor, that at the deposition of Nancy Lewis she was
8 presented with the objections and responses of Citibank to
9 plaintiff's interrogatories, and she stated that she had not
10 seen the document before. Immediately Citibank counsel asked
11 for a break and she came back and stated that she had seen the
12 objection and responses to that document.

13 MR. STRAUSS: Your Honor, at the deposition, which I
14 attended, she clarified that they showed her the caption
15 showing responses and objections to Citi -- she said she hadn't
16 received that before. I showed her in our break the specific
17 responses and objections, which is later on page 4, which she
18 had reviewed, and which she did verify. So that was a
19 miscommunication there that I just wanted to clarify with her.
20 And she did so at her deposition.

21 THE COURT: All right. I'll overrule the objection
22 and receive Exhibit 7 in evidence.

23 (Defendant's Exhibit 7 received in evidence)

24 MS. STRICKLAND: And that really brings us, your
25 Honor, to the question of how your Honor prefers to handle

1 deposition testimony. We have created a binder of highlighted
2 testimony that we believe is relevant to the disposition of
3 this motion. We have that binder. We're more than happy to
4 provide it, obviously, to counsel as well as your Honor. I
5 don't know whether plaintiffs have something similar. But I
6 really defer to the Court for what your pleasure is.

7 THE COURT: Well, are we going to have what I
8 understand there are -- I want you to juxtapose for me the
9 conflicting evidence. So, for instance, if there is a section
10 of a deposition that you wish to put forward, Ms. Strickland,
11 then I wish for plaintiffs to have the opportunity to, at that
12 point, put in their opposition, that is, not their objection to
13 it but what they say either challenges it or conflicts with it
14 or something like that. So is that something that we could do?

15 MS. STRICKLAND: Well, we can certainly do that today.
16 Or we can certainly do it in the form of written submissions
17 with designations and counter-designations.

18 THE COURT: Which then I have to sit and read.

19 MS. STRICKLAND: True.

20 THE COURT: And also, then I don't get any follow-up
21 questions, do I?

22 MS. STRICKLAND: Well, you probably don't get
23 follow-up questions at depositions anyway, but --

24 THE COURT: No, no, no, no. I'm talking about
25 follow-up questions in terms of your position on various

1 things.

2 MS. STRICKLAND: Your Honor, whatever your pleasure
3 is. I mean, we're happy to read the testimony or walk through
4 it with you, walk through with each witness the highlighted
5 sections if that would be most helpful. I'm just trying to
6 decide what would be helpful to your Honor.

7 THE COURT: I appreciate that.

8 Mr. Sporn, do you wish to weigh in here?

9 MR. SPORN: If they wish to do that, and we have ample
10 opportunity, say a week, to respond to the so-called points
11 that they are raising with you, we would do that, to shortcut
12 perhaps.

13 THE COURT: No, no, no. My idea, actually, is that we
14 get it all done together, at the same time.

15 MR. SPORN: Oh, get to it. Because all of a sudden
16 I'm going to get something from them that we have in
17 opportunity to look at or respond to.

18 THE COURT: All right. Then I think that what we
19 should do is, you will provide to plaintiff's counsel your
20 highlighted depositions, and the plaintiff will then have an
21 opportunity to put together what they want me to view in
22 conjunction with your selection from the depositions.

23 MR. SPORN: Yes. Did your Honor mean that they should
24 give us, the plaintiffs, their version --

25 THE COURT: I'm sorry.

1 MR. SPORN: I thought you said if -- I thought it was
2 a misplace on plaintiff and defendant. I could be wrong.

3 THE COURT: I thought I said defendant should go to
4 plaintiffs their depositions materials.

5 MR. SPORN: Yes.

6 THE COURT: To give you an opportunity to then marshal
7 what you think is either challenging or in conflict or should
8 be considered when considering that particular piece of
9 information.

10 MR. SPORN: Yes. That would be just fine, your Honor.

11 THE COURT: How long will you need to do this? May I
12 see the -- what we're talking about here?

13 MS. STRICKLAND: Absolutely, your Honor.

14 THE COURT: All right. I see the highlighted portions
15 of the various depositions. Mr. Sporn, Mr. Kelly, how much
16 time would you need to put together an equivalent binder so
17 that we can go through and then you can report what it is that
18 you think needs to be considered when I'm considering what the
19 defendants' submissions are?

20 MR. SPORN: I'm thinking ten days, including a
21 weekend.

22 THE COURT: Ten days through usually does include the
23 weekend.

24 MR. SPORN: I don't mean ten business days. I mean
25 ten days, even though a weekend may intercede.

1 THE COURT: I see.

2 MR. SPORN: Sorry. I didn't make that clear to your
3 Honor.

4 THE COURT: And then after we have gone through all of
5 this, everything being put in the context in which the parties
6 agree or feel it should be, I would permit, if you wished,
7 summations, again referring to the deposition testimony, the
8 live witness testimony, and the exhibits at that same time. I
9 don't think that this should take more than a day: I correct?
10 Or is it less than a day or more than a day, or what do you
11 think?

12 MR. SPORN: Well, it should be more than a day.

13 THE COURT: I'm sorry, it should be?

14 MR. SPORN: It should be more than a day, because we
15 were really surprised. Counsel for defendants never told us
16 they were putting in this extensive material.

17 THE COURT: Guess what. They never told me either.

18 MR. SPORN: I know that. And that is a little bit of
19 a hardship to us. We were caught late in the day on Thursday.
20 So we had Friday. And --

21 THE COURT: No, no, no. Please. This isn't a
22 question of blame or one-upsmanship or anything like that.
23 Going forward, I'm asking you how much time do you think you
24 need. I'm not trying to be arbitrary and deprive you. So
25 shall we schedule a two-day session?

1 MS. STRICKLAND: I think there may be some confusion,
2 your Honor, about the question. If you're asking simply how
3 much time we need to come back and have closing arguments in
4 that sense?

5 THE COURT: No. I'm asking you how much time you need
6 to do this, reading back and forth and letting me ask questions
7 and then closing argument.

8 MS. STRICKLAND: Probably a day, then. Your Honor, a
9 day sounds about right.

10 MR. SPORN: I'm sorry. I didn't understand. If it's
11 a day your Honor's thinking of, as opposed to two, a day would
12 be fine.

13 THE COURT: I'm not even trying to limit you. I'm
14 just trying to figure out how much time you need.

15 MR. SPORN: I would say a day.

16 THE COURT: All right. Bear with me one minute.

17 And when would you be ready to do this? Would a
18 two-week period at least to permit you to get this together be
19 snuff.

20 MR. SPORN: Yes, with only one request on my part. I
21 teach on Mondays. So I'm giving up a class by not teaching.
22 So schedule it any day you want --

23 THE COURT: I'm sorry. What time do you teach?

24 MR. SPORN: I teach at 2 o'clock, from 2 to 4 on
25 Monday.

1 THE COURT: Well, I wish I had known that.

2 MR. SPORN: Well, it's not your fault. And I don't
3 blame that. But it happened that way and so I --

4 THE COURT: All right. I'm going to schedule this,
5 then, for Wednesday, the 19th of February, at 10 a.m. And if
6 necessary going over into Thursday. And we will set whatever
7 time we need for Thursday at the close of Wednesday.

8 MR. SPORN: That's very fine. Thank you, your Honor.

9 MS. STRICKLAND: Your Honor, if I might request,
10 conveniently enough, I actually happen to be in New York that
11 day, but I have a meeting that starts at 4 o'clock.

12 THE COURT: On which day?

13 MS. STRICKLAND: On the 19th.

14 THE COURT: We'll adjourn for you to get to your
15 meeting.

16 MS. STRICKLAND: Thank you, your Honor. I appreciate
17 it.

18 THE COURT: And also I think that it would make sense
19 if we could have the plaintiff submission to respond to
20 defendants deposition book prior to the 19th. So if we could
21 get that on the 14th.

22 MS. STRICKLAND: Your Honor, if I might ask, since
23 that's quite a bit of time for me, that I get them a day or two
24 earlier, because that puts us where it's a holiday weekend and
25 then we have one day.

1 THE COURT: All right. That's a good point.
2 Mr. Kelly, Mr. Sporn, how about if we get it by the 12th of
3 February? Is that possible?

4 MR. SPORN: The 12th yes, we can do that.

5 THE COURT: All right, fine. Then we will expect that
6 we will receive your submissions on the 12th, which is, as
7 Ms. Strickland points out, a shortened week because of the
8 Presidents' Week holiday, so that it will a week before the
9 actual beginning of the hearing at 10 o'clock on the 19th.

10 MS. STRICKLAND: And your Honor, we have one more
11 request. That schedule works for us, but if we might be
12 allowed to provide counter-designations by the close of
13 business on either the 14th or on the 18th, because then the
14 typical -- if we have the witnesses here, of course, we would
15 have an opportunity to redirect.

16 THE COURT: Sure.

17 MS. STRICKLAND: Thank you.

18 THE COURT: Anything else we need to do in this matter
19 today?

20 MR. KELLY: Yes, your Honor. Plaintiffs, just
21 checking with defendant's counsel, we have four documents
22 submitted with our prehearing brief, to see if we could enter
23 that into the record.

24 We also have videotaped depositions of plaintiff
25 Romanov, Michael Ashley, and Fazri Zubair, who was the account

1 representative that worked with Romanov, both based in LA, if
2 your Honor would like these.

3 THE COURT: To view the video. Let me ask you, do I
4 have -- I have transcripts of the depositions.

5 MR. KELLY: Yes.

6 THE COURT: I think that that should be sufficient.
7 Don't hesitate to bring them next time just in case it would be
8 helpful. But I don't know that I need them right now.

9 Anything else?

10 MS. STRICKLAND: Are you moving this all of these be
11 admitted?

12 MR. KELLY: Yes.

13 MS. STRICKLAND: Well, we have comments. With respect
14 to Exhibit A, the plaintiff's --

15 THE COURT: Wait a minute, wait a minute. I haven't
16 seen plaintiff's Exhibit -- the brief. I haven't had a chance
17 to review it. So --

18 MR. KELLY: Your Honor, there are these four documents
19 that we want to put, this we had discussed earlier that we want
20 to put into the record.

21 THE COURT: Well, if they have objections to it, based
22 on, what? Is it relevance?

23 MS. STRICKLAND: It depends which one. Exhibit A,
24 which is the privacy notice, we have no objection to.

25 THE COURT: OK. Then I will receive Plaintiffs'

1 Exhibit A in evidence.

2 (Plaintiff's Exhibit A received in evidence)

3 THE COURT: Moving right along.

4 MS. STRICKLAND: Exhibit B is the cover sheet of the
5 current client manual, which, as I indicated earlier, we have
6 an objection to as a subsequent remedial measure. And we don't
7 think it's relevant. And it's also one page of a multipage
8 document.

9 MR. KELLY: Well, this is the document that we said
10 that we would consider that the manual that was provided to
11 plaintiffs were about the same size.

12 THE COURT: You were doing it for size, not for is
13 your stance.

14 MR. KELLY: For size and also to show that now it
15 contained, states on its face it's a customer agreement.

16 THE COURT: Well, as we all agreed, it would have been
17 a good idea. But the fact that they're doing it now is, what,
18 making it an admission?

19 MR. KELLY: Well, that and also it show the size of
20 it.

21 THE COURT: I'm sorry. What's the significance of the
22 size?

23 MR. KELLY: It doesn't stand out as much as the 8 1/2
24 by 11 manual that Citibank submitted. And it goes into --

25 THE COURT: Well, if I assume that the length, the

1 white of the page suggested there's nothing there and I can
2 assume that the client manual with the text is the size of the
3 manual, what's the difference?

4 MR. KELLY: OK.

5 THE COURT: OK? All right. So I don't see at this
6 moment the need to receive into evidence Exhibit B. Let's talk
7 about C.

8 MS. STRICKLAND: C is already in the record. It's
9 Mr. Hirsch's declaration that he submitted in support of his
10 opposition to the motion to compel.

11 THE COURT: So you have no objection to it.

12 MS. STRICKLAND: I have objection as to the content.
13 But the document itself is already part of the record. It is
14 in his declaration. We don't dispute that.

15 THE COURT: So you wish to do what?

16 MS. STRICKLAND: I don't see why it needs to be
17 admitted into evidence at all.

18 THE COURT: You could have cross-examined him on it.

19 MS. STRICKLAND: And, your Honor, I did to the extent
20 relevant. But a lot of this has to do with the 1099, and his
21 understanding of the 1099 question, which is completely
22 irrelevant.

23 THE COURT: That's true.

24 MR. KELLY: It states in there exactly every document
25 that he received from the Citibank representative at the time

1 he opened his account. If you want to just put it in for
2 that --

3 THE COURT: Why don't we redact it so that we get in
4 what he said he received but we remove from it what does not
5 relate to the issues before me at the moment. For instance,
6 let's take out the 1099 stuff. OK. So I'll receive it as
7 redacted. All right.

8 (Plaintiff's Exhibit C, as redacted, received in
9 evidence)

10 MS. STRICKLAND: And, your Honor, we would like to see
11 the redacted version beforehand.

12 THE COURT: OK. And D?

13 MS. STRICKLAND: And D is already admitted as Exhibit.
14 I think that's Exhibit either 8 or 9. Exhibit 9, your Honor.

15 THE COURT: OK. And you have taken out these
16 particular pages because? Mr. Kelly?

17 MR. KELLY: Because it states in there that there's
18 required disclosure as part of the policy, all materials and
19 information when they open the account. I didn't realize it
20 was in the record. It's in the exhibit already of Citibank's
21 exhibits and testimony in the appendix.

22 THE COURT: Yes, 9.

23 MR. KELLY: It wasn't cited in their brief.

24 THE COURT: So you don't have a problem with it not
25 being received as part of your brief.

1 MR. KELLY: No.

2 There was just one more we wanted to enter into, the
3 responses and objections of defendant Citibank to plaintiffs'
4 first set of interrogatories.

5 MS. STRICKLAND: It should be with the exhibits in it.
6 That has exhibits. That's not a complete document, what you're
7 holding.

8 MR. KELLY: We just want it in for the response to
9 interrogatory no. 2.

10 MS. STRICKLAND: Well, but absent it being a complete
11 document we object.

12 THE COURT: What is it that you want in that doesn't
13 relate to the complete document?

14 MR. STRAUSS: There are exhibits to the interrogatory
15 responses, namely, the client manual and the marketplace
16 addendum. And there's also -- excuse me, I'm sorry, I'm
17 looking over his shoulder, there's also the verification, the
18 signed verification page, which doesn't appear to be on that
19 document that Mr. Kelly is holding. So the exhibits and the
20 interrogatories plus the signed verification page and we will
21 be OK with it.

22 THE COURT: Can you put that in, Mr. Kelly?

23 MR. KELLY: Maybe we could bring that to the next
24 hearing.

25 THE COURT: Sure. OK. We'll do that then.

1 Anything else?

2 MS. STRICKLAND: Your Honor, I'm looking through
3 Mr. Hirsch's declaration that they would like to have admitted.
4 The paragraphs that need to come out are paragraphs --

5 THE COURT: Why don't you talk to them about it.

6 MS. STRICKLAND: That's fine. Thank you, your Honor.

7 THE COURT: All right. Then I'll see you at 10
8 o'clock on the 19th of February. This matter is adjourned.

9 MR. SPORN: Thank you, your Honor.

10 MS. STRICKLAND: Thank you, your Honor.

11 (Adjourned to 10:00 a.m., February 19, 2014)

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A	135
C, as redacted137
8, including page 000012366

DEFENDANT EXHIBITS

Exhibit No.	Received
145
550
252
655
1060
8, including page 000012366
969
10	103
12	119
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3, 4, and 13	125
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FEB-16-2012 09:57 FROM:

TO: 718 248 1249

P. 3/4

CONCIERGE DAILY TRANSACTION/TRANSMITTAL REPORT

Business: Citibank, N.A. (600)
 Financial Center: GREAT NECK (C199)

Report Date: Mon, Oct 25, 2010
 Expense Code: 00199

TRANSMITTED COMPONENTS FOR PROCESSING (by CFA Name), continued

CFA Name: Michael Ashley
 CFA #: 1314426
 Referred by:
 Override Type: None

Contact ID: 91029800004/4001
 Session Date: Mon, Oct 25, 2010
 Referred by GEID:

Funds Type: New Funds

Package(s) & Associated Account(s)

Package Type 1: Citibank

Acct Type	Acct #	Special Acct Title	Acct Title Description	Checkbook Order Fee	Initial Deposit(\$)
1 Regular Checking	Redacted	N		Y	100.00
2 Savings Plus Account		N		N	25,000.00

Signer 1 of 1

Name: BERTRAM F HIRSCH
 CIN: 5081810069567876
 Citizenship Status: US Citizen
 Home Address: 3 ARBOR STREET
 GREAT NECK, NY 11021
 Employment: Retired
 High Risk Customer: N

Relationship Type: New
 Since: Mon, Oct 25, 2010
 SSN/ITIN: Redacted
 DOB: Apr 07, 1947
 Home Phone: 1 516 829 9102
 Work Phone:
 Citibank at Work: N
 SPP Status: N

Card Info

CIN: 5262190069567876
 Card Ordered: Order Blue Advantage Debit Card
 Mailing Address: Residence

Printed Name: BERTRAM F HIRSCH
 Card Printed: Blue Debit

Address Verification: Verified: Trans Union Satisfied

Identification: Primary ID: PHOTO U.S. DRIVER'S LICENSE
 Issuing State: NY
 License Number: 377356822
 Issue Date: 12/20/2009
 Expiration Date: 04/07/2012

ChexSystems Response: BECAME AVAILABLE FOR ISSUANCE IN 1963 IN NY SSN: Y
 Signer Override(s): None

FEB-16-2012 09:57 FROM:

TO: 719 243 1249

P. 4/4

DATE: 10/25/2010

FIMP: 000

Citibank Account

citi

ACCOUNT TITLE BERTRAM E HIRSCH

ADDRESS 3 ARBOR STREET GREAT NECK, NY 11021
ACCOUNT NUMBER(S): **Redacted**

NAME / SIGNER	TAX ID NUMBER	ISSUE/LINK TO CARD
BERTRAM E HIRSCH	Redacted	YES

Check appropriate box ☒ Individual ☐ Other: _____ ☐ Check if Exempt Payee

By signing below, I (1) certify my tax status, (2) agree to be bound by any agreement governing any account opened in the title indicates on this card

TAX CERTIFICATION

Under penalties of perjury, I certify that: (1) The number shown on this form is my correct taxpayer identification number, and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen, U.S. Resident Alien or other U.S. person (as defined in the instructions).

Certification instruction: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this Document other than the certifications required to avoid backup withholding.

Signer 1 Signature <i>Bertram E. Hirsch</i>	Signer 2 Signature
Signer 3 Signature	Signer 4 Signature

DATE: 10/25/2010

FIMP: 000

Citibank Account

citi

ACCOUNT TITLE BERTRAM E HIRSCH

ACCOUNT NUMBER(S):

Redacted

SIGNER 1 NAME (Please sign within the box below.) BERTRAM E HIRSCH <i>Bertram E. Hirsch</i>	DATE	SIGNER 2 NAME (Please sign within the box below.)	DATE
SIGNER 3 NAME (Please sign within the box below.)	DATE	SIGNER 4 NAME (Please sign within the box below.)	DATE

Forward to Signature Verification Unit

post 220145
Received 4/11/22

CONFIDENTIAL

CITI-0000080

JA 410

FEB-27-2012 14:02 FROM: CITIGROUP

310823367

10/18 248 1245

P.016

CONCIERGE DAILY TRANSACTION/TRANSMITTAL REPORT

Business: Citigroup NA 10137
 Financial Center: MARINA CITY BRY 10177

Report Date: Mon Oct 15 2010
 Expense Code: 00177

TRANSMITTED COMPONENTS FOR PROCESSING (by CFA Name), continued

CFA Name: FREDER LUBAIR
 CFA PW: 448192
 Referred by: Kuntzha Ching
 Override Type: None

Contact ID: 9101980116707069
 Session Date: Mon Oct 15 2010
 Referred by GEID: 1000075156

Funds Type: New Funds

Package(s) & Associated Account(s)
 Package Type 1: Citigold (Bank Channel)
 Acct Type Acct #

1 Citicheck Checking
 2 Savings Plus Account

Redacted

Special
 Acct Title
 N
 N

Acct Title
 Description

Checkbook
 Order Fee
 N N
 N N

Initial Deposit(s)

1,000.00
 25,000.00

Signer 1 of 1

Name: IGOR ROMANOV
 CIN: 008220067100604
 Citizenship Status: US Citizen

Home Address: 120 S KEEVES DR Apt 201
 BEVERLY HILLS, CA 90212

Employment: Full time AMERICAN CASH MARKET
 High Risk Customer: N

Card Info
 Card Ordered: None

Relationship Type: Existing
 Since: Thu Oct 08 2009
 SSN/ITIN: Redacted
 DOB: Apr 04 1985
 Home Phone: 1-213-790 3175
 Work Phone:
 Citibank at Work: N
 SPF Status: N

Card Printed: None

Address Verification: Verified: 100% Verified Satisfied

Identification: Primary ID: CWS PROFILE ID
 Mother's Maiden Name: Y
 SSN/ Tax ID: Y
 Name of Signer: Y
 Date of Birth: Y

ChexSystems Response: BECAME AVAILABLE FOR ISSUANCE IN 2009 IN CA SSN: Y
 Signer override(s): None

Created: Tue Oct 15 2010 3:07 AM EDT

INTERNAL USE ONLY

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JA 411

FEB-27-2012 14:02 FROM: CITIGROUP

3108223567

TO: 718 248 1249

P.6/6

DATE: 10/25/2010

FIMP: 013

CITIGOLD®



ACCOUNT TITLE: IGOR ROMANOV

ADDRESS: 330 S REEVES DR APT# 203 BEVERLY HILLS, CA 90212

ACCOUNT NUMBER(S)

Redacted

NAME / SIGNER	TAX ID NUMBER	ISSUE/LINK TO CARD
IGOR ROMANOV	Redacted	YES

Check appropriate box

☒ Individual☐ Other☐ Check if Exempt Payee

By signing below, I (1) certify my tax status, (2) agree to be bound by any agreement governing any account opened in the title indicated on this card.

TAX CERTIFICATION

Under penalties of perjury, I certify that: (1) The number shown on this form is my correct taxpayer identification number, and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and (3) I am a U.S. citizen, U.S. Resident Alien or other U.S. person (as defined in the instructions).

Certification instruction: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

The Internal Revenue Service does not require your consent to any provision of this Document other than the certifications required to avoid backup withholding.

Signer 1 Signature 	Signer 2 Signature
Signer 3 Signature	Signer 4 Signature

DATE: 10/25/2010

FIMP: 013

CITIGOLD®



ACCOUNT TITLE: IGOR ROMANOV

ACCOUNT NUMBER(S)

Redacted

SIGNER 1 NAME (Please sign within the box below.)	DATE	SIGNER 2 NAME (Please sign within the box below.)	DATE
IGOR ROMANOV	10/25/10		
SIGNER 3 NAME (Please sign within the box below.)	DATE	SIGNER 4 NAME (Please sign within the box below.)	DATE

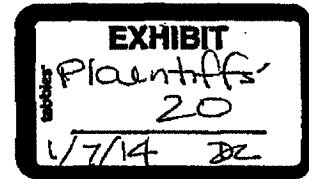
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Client Manual

Consumer Accounts

Including our Privacy Notice

U.S. Markets
Effective July 1, 2010



citibank[®]

Item UST0001-ALL (Rev. 6/10) Pkg. 25

CONFIDENTIAL

CITI-0000155

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General Terms

When you open a Citibank deposit account, you are agreeing that your account will be governed by this Client Manual (sometimes referred to as "Manual") and any and all accompanying Marketplace Addenda (sometimes referred to as "Addendum"). Together, the Manual and Addendum are referred to as "Agreement," which contain important terms and conditions, details, rules and procedures applicable to each of your accounts. If you open a CitiBusiness account, a retirement account, a Citi Private Bank account, or an International Personal Banking or CitiGold International or Global Executive Banking account, you will receive other specific terms and conditions applicable to that account.

Unless otherwise expressly agreed in writing, our relationship with you will be that of debtor and creditor. That is, we owe you the amount of your deposit. No fiduciary, quasi-fiduciary or other special relationship exists between you and us. We owe you a duty of ordinary care. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and shall not impose a higher standard of care than otherwise would apply in their absence.

Definitions

When used in this Agreement:

"We," "us," "our," and "Citibank" mean Citibank, N.A. and "you" and "your" mean you, the customer.

"Access Device" means a card or code, or other means of identification and authentication, used to access your account. In this Agreement, it means your "Citibank® Banking Card" including your Citibank® ATM Card; Citibank® Debit MasterCard®; Citibank® / AAdvantage® Debit MasterCard®; Citibank® Debit MasterCard® with PayPass™; Citibank® / AAdvantage® Debit MasterCard® with PayPass™ and any other PayPass™ or other type of device issued by Citibank along with or in lieu of your Citibank Banking Card. It also includes these account access codes: your Personal Identification Number (PIN), your Telephone Personal Identification Code ("TPIC"), and your Citibank® Online Password.

"Business Day"

- when referring to Citibank, means any day of the week that is not a Saturday, Sunday or bank holiday. Non-Business Days are considered part of the following Business Day. For funds availability purposes, see the "Funds Availability at Citibank" section of the Marketplace Addendum.

- when referring to Citigroup Global Markets Inc., means any day of the week Monday through Friday except days when the New York Stock Exchange is closed. Non-Business Days are considered part of the following Business Day.

"Citibank® Banking Card" means all Access Devices that may be issued by Citibank, N.A. including Citibank® ATM Cards, Citibank® Debit MasterCard®, Citibank® / AAdvantage® Debit MasterCard®, Citibank® Debit MasterCard® with PayPass™, and Citibank® / AAdvantage® Debit MasterCard® with PayPass™.

"Citigroup Global Markets Inc." ("CGMI"), member SIPC, is an investment advisor and broker-dealer registered with the Securities and Exchange Commission. CGMI and Citibank are affiliated companies under the common control of Citigroup Inc.

"Citi Personal Wealth Management" ("CPWM") is a business of Citigroup Inc., which offers investment products and services through Citigroup Global Markets Inc. ("CGMI"), member SIPC.

SECURITIES:

- NOT FDIC INSURED
- NO BANK GUARANTEE
- MAY LOSE VALUE

"Electronic Funds Transfers" ("EFT") means any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, or computer or magnetic tape, so as to order, instruct or authorize a financial institution to debit or credit a consumer checking, savings or other asset account (such as brokerage). Examples of EFT transactions are:

- ACH transactions
- Point-of-Sale ("POS") transactions
- ATM transactions
- Direct deposit or withdrawal of funds
- Transfers initiated by telephone.

Non-EFT transactions include: transfers related to bona fide trust and custodial accounts; Fedwires and similar network transactions (CHIPS, SWIFT, and telex); and transfers to cover overdrafts (such as Safety Check transfers).

"Home Branch" means the Citibank branch in which you opened your account or to which your account was assigned or transferred.

"Linked Accounts" or "Linking" refers to eligible Citibank deposit and/or credit accounts that are combined for different benefits, which may include pricing, statements, Safety Check and the ability to perform certain transactions between accounts. Certain accounts that you maintain with our affiliates may also be linked. Generally, accounts that you maintain in different geographies cannot be linked.

"Network ATM" refers to an automated teller machine ("ATM") other than a Proprietary Citibank ATM that is operated by or on behalf of a financial institution that is a member of a qualifying payment processing network as identified on your Citibank Banking Card including MasterCard® and bearing the MasterCard®, Maestro® or Cirrus® logos.

"Point-of-Sale" ("POS") means a Citibank® Banking Card EFT from your primary checking account at locations displaying the MasterCard® or Maestro® logos to purchase goods and services and/or receive cash using your Debit Card for signature transactions (see the "Electronic Banking" section of this Manual) or using your Debit Card or Citibank ATM card for a PIN-based EFT to purchase goods and services.

"Proprietary Citibank ATM" means an ATM that is owned or operated by Citibank, usually only found in Citibank branches.

"Remotely Created Check(s)" means an item not bearing the drawer's (your) actual signature, but purporting to be authorized by the drawer (you).

Definitions of Types of Accounts

"Estate Account" means an account opened by a fiduciary on behalf of a formal estate. The estate will have its own Taxpayer Identification Number issued by the Internal Revenue Service (IRS). Additional documentation is required to open the account.

"Individual Account" means an account owned in the name of one person only.

"Joint Account" means an account owned in the names of more than one person in joint tenancy. If one owner dies, ownership of the account will automatically pass to the surviving joint owner(s). Unless you designate otherwise on your signature card, application or other bank documentation, we will assume that personal accounts opened by two or more individuals are intended to be joint tenancy accounts with the right of survivorship. We can act on the instruction of any one or more of the joint account owners. In the event of conflicting instructions or a dispute among you, we may require all joint account owners to act together in giving us instructions or performing transactions. Any joint account owner may close a joint account.

EACH ACCOUNT OWNER IS JOINTLY AND SEVERALLY RESPONSIBLE FOR ALL ACTIVITY RELATED TO THE JOINT ACCOUNT, INCLUDING RESPONSIBILITY FOR PAYING OVERDRAFTS CREATED BY ANY AUTHORIZED SIGNER(S) OR PARTY TO THE ACCOUNT, WHETHER OR NOT THEY PARTICIPATE IN THE TRANSACTION OR BENEFIT FROM ITS PROCEEDS. WE MAY BE REQUIRED BY LEGAL PROCESS TO PAY ALL THE FUNDS IN A JOINT ACCOUNT TO SATISFY A JUDGMENT AGAINST ANY OR ALL ACCOUNT OWNERS.

"In-Trust-For" ("ITF") Account" means an account where you designate another person as beneficiary of the account. You can open an individual or joint ITF account as long as it is not a checking account. The beneficiary receives the funds in the account only upon the death of all account owners and cannot make any withdrawals or account changes before that time. If more than one beneficiary is named in our records, they will share equally in the account proceeds. During the lifetime of one or more of the account owners, this account will be treated as an individual account or joint account, as applicable. To change the beneficiary, all account owners must sign our documentation naming the new beneficiary.

"Trust Account" means an account owned by a trust. In some cases, the trust must have its own Taxpayer Identification Number issued by the Internal Revenue Service (IRS). Additional documentation is required to open the account.

"Uniform Transfers to Minors Account" ("UTMA Account") means an account owned by a minor, who receives the funds as a permanent (irrevocable) gift. A custodian controls and manages the account for the benefit of the minor. The definition of a minor varies by state; however, generally, one custodian and one minor are allowed per account, unless the account is established under Maryland's UTMA rules. We act only upon the custodian's instructions. You may wish to consult your tax advisor or attorney before opening a UTMA account.

Account Opening/Ownership/ Maintenance and Closing

Amendments/Changes to This Agreement

We may change (add to, delete or alter) the terms of our Agreement with you by mailing, e-mailing or delivering a notice, a statement message or an amended Agreement to any of you at the last address (location or e-mail) on file for you, your account, or the service in question. Unless otherwise required by law, we may amend the Agreement without prior notice (e.g., by posting the information in our offices, on our/your web site, or otherwise making it available to you). You should retain all notifications of change with copies of your account documentation. You can always request a copy of our current Agreement at any branch or by calling CitiPhone Banking®. If you opened your account remotely by using Citibank® Online, you can obtain a copy of our current Agreement at www.CitibankOnline.com or by calling CitiPhone Banking® and indicating that you opened your account through Citibank® Online.

Arbitration

This Agreement contains an arbitration provision that authorizes either party to elect mandatory and binding arbitration of certain disputes. The terms of the arbitration provision are set forth in the section entitled "Resolution of Disputes by Arbitration." PLEASE READ THIS ARBITRATION PROVISION CAREFULLY.

Conflicting Demands/Disputes

If there is any uncertainty or conflicting demand regarding the ownership of an account or its funds; or we are unable to determine any person's authority to give us instructions; or we are requested by law enforcement or a state or local agency to freeze the account or reject a transaction due to the suspected financial abuse of an elder or dependent adult; or we believe a transaction may be fraudulent or may violate any law, we may, in our sole discretion: (1) freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the account and its funds; (2) refuse transactions and return checks, marked "Refer to Maker" (or similar language); (3) require the signatures of all authorized signers for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account; (4) request instructions from a court of competent jurisdiction at your expense regarding the account or transaction; and/or (5) continue to honor checks and other instructions given to us by persons who appear as authorized signers according to our records. The existence of the rights set forth above shall not impose an obligation on us to assert such rights or to deny a transaction.

FDIC Insurance

Your Citibank deposits are insured by the Federal Deposit Insurance Corporation (FDIC) up to applicable limits. The FDIC website at www.fdic.gov allows you to determine the amount of FDIC insurance coverage for your deposits. For more information, contact the FDIC directly at 1-877-ASKFDIC (1-877-275-3342).

Governing Law

Accounts and services are governed by federal laws and regulations. To the extent that such laws and regulations do not apply, these accounts and services shall be governed by and be construed in accordance with the laws of the state where your Home Branch is located, unless a specific agreement states otherwise, or as provided under abandoned property statutes.

Indemnification

Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions and omissions in connection with your accounts or our services; and (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions. This provision shall survive the termination of this Agreement.

Information Sharing

Our Privacy Notice describes personal information we may collect about you, including your name, address, telephone number, and other information we receive from you, information about your account and transactions, and information we receive from credit reporting agencies and other sources. You authorize us to disclose this information to affiliates and nonaffiliated third parties as permitted by applicable law except as you or we limit those disclosures under the terms of our Privacy Notice. We provide a copy of our Privacy Notice with this Agreement and will provide it thereafter as required by applicable law. You can also obtain a copy at any branch, by calling us toll-free within the U.S. at 1-888-214-0017, by calling CitiPhone Banking® (see the back cover of this Manual for telephone numbers) or by visiting www.citibank.com. You may change your Privacy preferences at any time by indicating your choices on the Privacy Choices Form and mailing it to us. The form and mailing address can be found in the last section of our Privacy Notice. We may take as long as thirty (30) days from our receipt of your privacy choices to process your request.

Limitation on Time to Sue or Arbitrate

Unless otherwise required by law, an action, proceeding or arbitration by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account or any account service must be commenced within one (1) year after the cause of action accrues (two (2) years if your Home Branch is located in Texas).

Recording Your Service Requests

We may monitor or record your conversations with us or with an agent acting on our behalf. We do this from time to time to monitor the quality of service and accuracy of information given to you and to ensure that your instructions are followed.

Your Consent for Us to Call You

You understand that we or our agents may contact you at any telephone number you provide to us, including your cell phone number. You agree to receive these calls and messages, such as text messages or prerecorded or autodialed calls. You understand your service provider may charge you for these calls/messages.

Security Interest

You grant us a security interest in your account for amounts owing to us under this Agreement by any owner. This provision does not apply to IRA or tax-qualified retirement accounts or where prohibited by applicable law.

Severability

Unless otherwise stated, if any of the provisions of this Agreement are determined to be void or invalid, the remainder of the Agreement shall remain in full force and effect.

Waiver

We may delay in enforcing any of our rights under this Agreement without losing them. Any waiver by us shall not be deemed a waiver of any other right or of the same right at another time. You waive diligence, demand, presentment, protest and notice of every kind, except as set forth in this Agreement.

Account Opening

All accounts are opened subject to our ability to verify your identity by requiring acceptable types of identification. To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account. When you apply for an account, we will ask for information that will allow us to identify you. We may also ask for your driver's license or other identifying documents.

Consumer Reporting Agency Information

You authorize us to obtain a consumer report in connection with the application, update or renewal of any deposit or loan account you apply for and you understand that we may also obtain such reports at any time once you become a customer. You also authorize us to use these consumer reports to consider you for other programs with Citibank.

We may report information about you and any joint account owners or authorized signers on the account to a Consumer Reporting Agency. If you disagree with the accuracy of the information that we submit to a Consumer Reporting Agency, please call Citiphone Banking® (see the back cover of this Manual for telephone numbers) or write to us at Citibank - Consumer Report Inquiry, P.O. Box 769004, San Antonio, TX 78245-9989. We will review our files and respond to you in writing.

Checking Account Sub-accounts

For regulatory reporting and accounting purposes, all Citibank consumer checking accounts consist of two sub-accounts: a transaction sub-account to which all financial transactions are posted; and a savings sub-account into which available balances above a pre-set level are transferred daily.

Funds will be transferred to your transaction sub-account to meet your transactional needs. For Regular Checking (all non-interest bearing checking accounts), both sub-accounts are non-interest bearing. For all types of Interest Checking, the savings sub-accounts pay the same interest rate as their corresponding transaction sub-accounts. Transfers can occur on any Business Day. Transfers to the savings sub-account will be made whenever available balances in the transaction sub-account exceed a preset level. Transfers from the savings sub-account to the transaction sub-account will be made whenever the transaction sub-account balances fall below a predetermined level. Because banking regulations limit the number of transfers between these types of sub-accounts, all balances in the savings sub-account will be transferred to the transaction sub-account with the sixth transfer in any statement period. Both sub-accounts are treated as a single account for purposes of the customer's deposits and withdrawals, access and information, tax reporting, fees, etc.

Updating Your Account Information

It is important that your account records are kept up-to-date. You must inform us of any change in your name or address. For your convenience, you can do this:

- By signing on to your account at www.CitibankOnline.com;
- By calling Citiphone Banking®;
- At a Citibank branch.

If you meet the required criteria, we will complete your address change request over the phone; however, it may be necessary to have you place your request in writing. Be sure to change the address on each of your accounts. Address changes will not change your Home Branch and any additional accounts you open by phone, mail or using Citibank® Online will also be assigned to the same Home Branch. We reserve the right to change your address for both mailing and records purposes if we receive information from the United States Postal Service or any other third-party who we believe in our sole discretion is authorized to make such changes or who has actual knowledge of your current address.

Transferring Account Ownership

OWNERSHIP OF CHECKING, SAVINGS, MONEY MARKET AND CERTIFICATE OF DEPOSIT ACCOUNTS IS TRANSFERABLE ONLY WITH OUR WRITTEN PERMISSION AFTER YOU COMPLETE OUR APPROPRIATE FORMS AND, IN MOST CASES, WOULD REQUIRE THE ACCOUNT TO BE CLOSED AND RE-OPENED.

Spanish Language Preference

This section applies if you select Spanish as your preferred language for communicating with us. Please note that we may not be able to accommodate this preference at all of our branches or for all products and services.

Account Documents. English is the controlling language governing your banking relationship with us, and the English version of this Agreement is the governing Agreement. However, as a courtesy, at your request, and for your convenience only, when you open a deposit account with us we may provide you with an unofficial Spanish translation as well as an official English version of this Agreement. If we do so, you should retain both the English and Spanish versions for your records.

Account Communications. Although we may send you a Spanish version of your account statement, you can obtain an English version upon request. Currently, Citigold® Account statements are available only in English. Certain other notices, disclosures and communications may also only be available in English.

Availability of Products and Services in Spanish. Online banking and ATM services are offered in Spanish; however, some products and services provided in our branches may be available only in English.

Customer Service. You can receive customer service in Spanish by calling Citiphone Banking®.

Account Errors and Adjustments

We may make adjustments to your account if an error is found or a change is required. Adjustments might occur, for example, if deposits are recorded in the wrong amount or items you deposit are returned unpaid. We may elect, in our discretion, not to make an adjustment to your account to correct an error which you or a third party (e.g., another financial institution) cause if the adjustment is less than \$5.00 or our cost to make the adjustment is greater than the amount in question.

You have a responsibility to review your account statement in a timely manner and to notify us promptly of any errors. Within thirty (30) days after we send or make available to you your account statement and accompanying items, you must notify us in writing of any errors, discrepancies, or unauthorized transactions not involving an electronic funds transfer. If you fail to do so, you will not be liable for debits or charges to your account resulting from such errors, discrepancies or lack of authorization, or for losses resulting from subsequent related occurrences.

You also agree that any suit or demand for arbitration that you assert based on an account error, discrepancy, or unauthorized transaction must be brought within one (1) year (two (2) years in Texas) after the date of the first account statement on which the error, discrepancy, or unauthorized transaction appears.

If you think an error has been made or if you need more information about a transaction, call CitiPhone Banking® at the number on the back of your Citibank® Banking Card. If your account is debited with a substitute check that you have received from us and you believe that there is an error or discrepancy or that the transaction is unauthorized, you are entitled to additional rights under the law. Please refer to the "Substitute Checks and Your Rights" section of this Manual. Please read the "Error Resolution and Notice Procedures" provisions of the "Electronic Banking" section of this Manual for additional information about problems with such transactions.

If funds to which you are not entitled are deposited into your account, we have the right to remove these funds from the account at any time without prior notice to you. If there are insufficient funds in the account, we may charge your other accounts to recoup the funds, as more fully explained in the "Right of Setoff" section of this Agreement.

Assignments

Most accounts can be assigned as collateral for a loan from us or another lender. Unless we agree in writing, any such assignment to another lender will remain subject and subordinate to our right of setoff. For the assignment to be effective, we must receive written notice of the assignment and agree to it in writing. We will then reflect the change on our records.

Account Transactions

What This Section Covers

This section governs transaction activity in the following Citibank accounts: all types of checking, savings and money market accounts. It does not apply to certificate of deposit accounts.

Checkbooks and Checks

When you open a checking or money market account with a check-writing feature, you can order personalized checks through us. When we place an order for your checks, we act as sales and billing agent for the check supplier, and we are compensated for our services. We will automatically deduct the cost from your account balance after your order is processed. You are responsible for verifying the accuracy of all information shown on your checks. If you find an error, you must notify us immediately.

If you arrange for the printing of your own checks, the form, encoding and format of the checks must follow our check specification requirements and be approved by us in advance. If you do not purchase your checks through us, we may charge a fee for each check that rejects during processing due to poor print quality, or if it fails to meet our specifications. You agree not to issue checks with features or marks that obscure, alter or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing.

Checks ordered through us can include fraud prevention features. If you choose not to use them or other checks that include fraud prevention features, you agree to assume a heightened degree of responsibility for safeguarding your checks, and for reviewing all returned checks and statements as soon as you receive them.

You agree to safeguard your blank and canceled checks, and to take reasonable steps to prevent their unauthorized use. If your checks are lost or stolen, you agree to notify us immediately. For security reasons, we reserve the right to close your account and transfer the balance to a new account. If we do, all checks written but not yet paid may be returned to payees as "Account Closed" or "Refer to Maker". You will be responsible for issuing any replacement checks.

Deposits

You can make deposits:

- At any Proprietary Citibank ATM in the U.S., 24 hours a day, 7 days a week, by using a deposit envelope and your Citibank® Banking Card. Envelopes are available at all Proprietary Citibank ATM locations;
- At ATMs located in select 7-ELEVEN® Convenience Stores (deposits of checks only);
- With a teller, during regular banking hours, at any Citibank branch in the United States;
- By mail;
- By Direct Deposit of your pay, pension, social security or any other federal or state payment to your checking, savings or money market accounts. Forms for establishing direct deposits can be obtained at any Citibank branch or through Citibank® Online;
- By Citibank® Global Transfer Service (where available); or
- By an ACH or wire transfer.

We may accept items payable to you, or to any of you, from any source without questioning the authority of the person making the deposit. We also may give cash back to any authorized account signer(s) or agent(s) in connection with items payable to any owner, whether or not the items have been endorsed by the owner. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion, to any loan or deposit account any of you maintain with us.

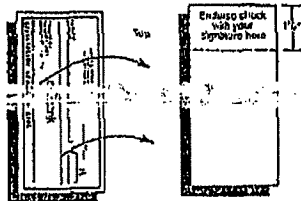
Remotely Created Checks

You may not deposit remotely created checks to an account with us without our prior, express written consent. If you deposit remotely created checks with us, you agree that we may withhold a portion of the proceeds of such remotely created checks in a reserve account, in an amount that we reasonably believe may be needed to cover future charge backs, returned items, and/or claims that such remotely created checks were unauthorized. You grant us a security interest in the reserve account. Unless we agree otherwise in writing with you, reserve funds shall not bear interest. Our right to charge your account for returned remotely created checks will not be limited by the balance or existence of any reserve fund. Our rights with respect to the reserve fund, as well as the security interest granted to us, shall survive the termination of this Agreement. We may discontinue accepting remotely created checks at any time without cause or prior notice.

If you provide your account number to a third party with instructions to charge your account by means of one or more remotely created checks, you authorize us to pay such remotely created checks, even though they do not contain your signature and may exceed the amounts you authorized to be charged. This provision shall not obligate us to honor remotely created checks. We may refuse to honor remotely created checks without cause or prior notice, even if we have honored similar items previously.

Endorsements

To ensure that your check is processed without delay, you must endorse your check correctly. The area reserved for your signature is on the back of the check, within 1-1/2 inches from the "top" edge (as shown in the picture below). Turn the check over, and sign your name and write your account number. Do not make any additional marks or notations on the back of the check. The portion of the check not reserved for your endorsement must remain blank for processing purposes. We will not be responsible for any loss you incur if your check is improperly endorsed. You will be liable for unpaid checks returned late because your endorsement, a prior endorsement, or information you have printed on the back of the check obscures other endorsements.



We may endorse and/or collect items deposited to your account without your endorsement, but may require your personal endorsement prior to accepting an item for deposit. If you deposit

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an item that bears the endorsements of more than one person or persons who are not known to us, we may refuse the item, require all endorsers to be present, or require that the endorsements be guaranteed by another financial institution acceptable to us before we accept the item. If you routinely request that we deposit third party checks, we may require that you enter into a separate agreement with us for that purpose. We may also refuse to accept such an item for encashment.

Items Sent for Collection

We and other institutions may refuse to accept a check or other item for deposit or may accept it on a collection basis only. This often occurs with foreign, questionable or damaged items. If we accept an item for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. We may impose a fee in connection with sending and receiving items for collection (e.g., by charging your account or deducting the fee from the amount remitted). Other institutions that send or receive items for collection involving your account also may impose a fee for their services.

Verification and Collection

Any item that we cash or accept for deposit is subject to later verification and final payment. We may deduct funds from your account if an item is lost, stolen or destroyed in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds. Cash deposits are also subject to later verification.

ACH Provisional Credits

Credit for an automated clearing house ("ACH") transfer is provisional until final payment is received by the payee's financial institution. Until that happens, the party originating the transfer is not deemed to have made payment to the beneficiary, and the payee's bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand.

Notice of Incoming Transfer

We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your account, you will receive notice of the credit on your next regular periodic statement. Although we may send notice of a non-ACH incoming funds transfer (e.g., a wire), we assume no obligation to do so. Transfers to your account will be reflected on your regular periodic statement. You may also contact your Home Branch during normal business hours to determine if a transfer has been credited to your account. This information is available to you anytime via CitiPhone Banking®, Citi Mobile™ or Citibank® Online.

Returned Items (Returned Deposits)

When checks or other items that you deposit to your account are returned for insufficient or uncollected funds, we may, at our discretion, re-present those checks or other items for payment a second time without notifying you that the check or item was returned. You agree that we are not responsible for any loss or damage you may incur as a result of our not notifying you when such check or other item was first returned. At our option, we may re-present the check electronically. We may also place a hold on the funds in question (see "Funds Availability at Citibank" section).

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In the Marketplace Addendum) or charge your account for the amount (and any interest earned on it) whether or not the return or notice of non-payment is proper or timely.

This also applies to checks drawn on us which are not paid for any reason, and to checks that are returned to us in accordance with any law, regulation or rule (including a clearinghouse rule). We may assess a fee for each returned item and notify you of the return orally, electronically or in writing.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an item deposited to your account is forged, that the item contains an alteration, or that there has been a breach of warranty in connection with the item, we may charge the item back against your account or place a hold on the funds pending an investigation, without prior notice to you.

Reconstructing Lost or Destroyed Deposits

When you cash or deposit a check or other item with us, we act as your agent to collect the item. You assume all risk of loss for an item in the process of collection. We may reverse any credit given and any interest earned or accrued for a deposited item that is lost in transit and, for a cashed item lost in transit, we may recover the amount of the disbursed funds from any account you maintain with us. You will do everything reasonably within your ability to promptly assist us to find, identify or replace a lost item, including but not limited to, maintaining a record of the maker of items delivered to us for deposit and collection. We shall not be liable to you if an item is lost in the process of collection, provided we exercised ordinary care in handling the item. In no event shall we be liable to you if you cannot identify the maker of the lost item.

Account Balance and Transaction Information

Although you may view your account information on Citibank® Online, Citi Mobile™ or at an ATM and you may receive account information through CitiPhone Banking®, the information provided through any of these means may not include recent transactions and may also include funds that are not available for immediate withdrawal.

Limits on Transfers

Federal regulations require us to limit the number of transfers from any savings account, including money market accounts, of the following transaction types:

- Checks you write;
- Debit Card or similar orders made by you and payable to a third party;
- Automatic transfers (including Safety Check transfers);
- Recurring payments you set up in advance;
- Payments and transfers you authorize via CitiPhone Banking®, Citi Mobile™ and Citibank® Online or other electronic means;
- Transfers to third party institutions at an ATM (i.e. transfers made at an ATM for mortgage and/or credit card payments), including those you make using the Citibank® Global Transfer Service.

For money market accounts, our policy is that we do not permit more than three (3) of those six (6) transactions to be made by check, Debit Card or similar order. If you have reached either of these limits, we may refuse to honor additional transactions. We count checks for purposes of the transaction limitation as of the date we post them to your account (not as of the date you write them). As such, a check you write during one statement period may not be counted until a subsequent statement period. If these limits are exceeded three (3) times within

a twelve (12) month period, we will, in our sole discretion, either: restrict your account access; or, transfer the funds in your account into another Citibank account you have (or that we open for you) that is not subject to these transaction limits, as will be further described in the notice that we will send concerning such excessive transaction activity; or, close your account and mail you a check for your balance, if any. We may also impose an excessive activity fee. There is no limit on the number of transfers between your linked deposit accounts that you make in person with a teller or at a Citibank ATM.

The chart below provides some examples of transactions that count toward the six transaction limit as well as those that do not.

Does this transaction in a savings or money market account...	...count toward the 6 transaction limit?
Citibank® Online transfers from savings to a linked Citibank account (such as checking)	Yes
Outgoing Inter Institution Transfers or Online Wires through Citibank® Online	Yes
Transfers made via CitiPhone Banking®	Yes
Transfers from savings to cover checking overdrafts via our Safety Check service	Yes
Pre-authorized (ACH) deductions by a third party	Yes
Checks written from a money market account	Yes
Outgoing Citibank® Global Transfers made via Citibank® Online, at a Citibank ATM or in a branch	Yes
Cash Withdrawals made at an ATM	No
Withdrawals or transfers with a teller in a Citibank branch	No

Funds Transfers

The following terms apply to domestic or international wire transfers of funds which are initiated at or through a Citibank branch, including wire or cable transfers. Examples of funds transfers covered by this section are Fedwires and similar network transactions (CHIPS, SWIFT and telex). In addition to the information provided here, please refer to any funds transfer agreement you may receive when you initiate such a request. The terms of that agreement will supersede any conflicting terms in this Agreement. When you place an order to transfer money, you authorize us to debit your account for the amount of the order, and you authorize us to charge your account a service fee in accordance with our fee schedule in effect at the time of your order. In placing the order, you must select a financial institution ("beneficiary bank") to receive it. You may instruct the beneficiary bank to credit an account or hold the funds for the beneficiary. The beneficiary bank is responsible for following your instructions and letting the beneficiary know when the funds become available. If you specify

- You know that the beneficiary bank may credit an account based on that account number;
- The beneficiary bank is not obligated to verify that the account number belongs to the intended beneficiary of the transfer;
- Any losses resulting from an incorrect account number or other misidentification of the beneficiary are your responsibility and not ours.

Security Procedures. When you place an order for a funds transfer, we will follow a security procedure established for your protection and ours to verify that the transfer has been properly authorized. You understand that the security procedure is designed only to verify the source of the funds transfer instruction and not to detect errors in the content of that instruction or to prevent duplicate transfers. The procedure depends on the means by which you provide instructions to us. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of instructions by placing a call to any authorized signer on your account. By placing a transfer order, you agree to our use of the applicable security procedure. You agree to be bound by the resulting transfer, whether or not authorized by you, provided we have accepted the transfer order in accordance with our established security procedure.

Claims. You have the responsibility to let us know of any error, delay or other problem with your funds transfer within thirty (30) days from the date you receive notification that we have transferred the funds. In the event that we cause an error or delay with respect to your funds transfer, our sole obligation to you is to pay or refund such amounts as may be required under applicable law. In no event will we be liable for any consequential or incidental damages in connection with your funds transfer. Any claim for interest payable by us shall be at our savings account rate. If you fail to notify us of any claim concerning your funds transfer within one year from the date that you received notification that your funds transfer order has been executed, any claim by you will be barred under applicable law.

Delays or Non-Execution of Transfers. We will usually use electronic means to transfer money for you. We may, however, use any banking channel or other facility. We will not be liable for any delay or failure to send your funds transfer due to circumstances beyond our control. We will not be liable to you for any delay or failure to execute your funds transfer due to the acts or omissions of any intermediary or beneficiary bank.

Cancelling or Changing a Transfer. If you decide to cancel or change your funds transfer order, you may do so only if we receive your instructions before we have sent the funds transfer and provided we have a reasonable time to act on your instructions. In general, after we have sent your funds transfer, you will not be able to cancel or change it unless the beneficiary bank consents to such a request. We and/or the beneficiary bank may impose a charge for cancelling or changing a funds transfer and for any required currency conversion. We will not be liable to you for any losses resulting from the failure of the beneficiary bank to cancel or change your funds transfer.

Rejecting a Transfer Request. We reserve the right to reject your order for a funds transfer. We may reject the order if you have insufficient funds in your account or if your order is unclear or incomplete or if for any other reason the order is unsatisfactory to us. See "Withdrawal Refusals" for some of the other reasons that we may reject a funds transfer request.

Cut-Off Time for Executing Your Transfer Request. If your order for a funds transfer is received by us at or after our established cut-off hour for processing wires (check with your local Citibank branch for details), your order may not be processed until the next business day.

Incoming Funds Transfers. Notice of your incoming funds transfers will be deemed to have occurred when you receive your periodic bank statement, or another notice from us, containing a credit to your account for the funds received. Also, you can call CitiPhone Banking® or view your account information on Citibank® Online (or Citi Mobile™) to determine if a funds transfer has been credited to your account.

International Transfers. For funds transferred to beneficiaries and beneficiary banks in other countries, we will normally convert the funds to the currency of the destination country at our current currency conversion rate. If you want the funds sent in U.S. dollars, we cannot guarantee that the beneficiary will receive the funds in U.S. currency. The local bank may charge a fee for currency conversion. The actual amount that the beneficiary receives may be reduced by charges imposed by the beneficiary bank, or a correspondent bank, including charges for exchange of currency. An international transfer of funds into your account may be reduced by fees that we impose or that are imposed by the sending bank or by any correspondent bank. Unless you advise us otherwise, we may charge your account to pay for fees imposed by beneficiary or correspondent banks or instruct such banks to obtain payment of their charges for services and expenses by deducting the amount from your order. A portion of those charges may be shared with us. In some instances we may also act as the correspondent bank. In addition, in the case of transfers into your account which are sent in foreign currencies, we will convert the funds into U.S. dollars at our current conversion rate. Our conversion rate for both outgoing and incoming foreign fund transfers includes a commission for the conversion service.

Withdrawals

Where to Make a Withdrawal

At a Citibank branch. You can withdraw up to your available balance by cashing a check or making a withdrawal at a Citibank branch. We may require you to present identification.

At a Proprietary Citibank ATM or at an ATM Network Machine. You can use your Citibank® Banking Card to withdraw cash from your eligible linked accounts at a Proprietary Citibank ATM and from certain accounts at ATM Network Machines. Depending on the terms of your account, there may be a Citibank Transaction fee for cash withdrawals from non-Proprietary Citibank ATM Network Machines. In addition, the company that owns or operates the machine may charge you a fee for the withdrawal. For more information on ATM withdrawals, refer to the "Electronic Banking" section of this Manual.

Cash Withdrawals

Cash withdrawals or payments at any Citibank branch may be restricted due to the limited amount of currency on hand. If we do not have sufficient cash for a large withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with an Official Check. We assume no responsibility to provide personal protection for customers who elect to carry large sums of money off our premises.

Writing a Check

You can write a check for any amount up to the available balance (including any Checking Plus® or Safety Check availability) in your checking account or money market account, provided your account offers a check-writing feature, by using one of the personalized checks you receive from us or one of the compliant checks that you receive from a third-party check provider.

Paying Your Checks

Electronic Presentation of Checks. We may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your account or place a hold on funds at an earlier time if we receive notice that a check or other item deposited to your account is being returned, or if we receive notice that your check or electronic payment (e.g., at a point-of-sale) is being processed for collection. Please note: Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. You agree that we may place a hold on sufficient funds to cover the amount of the authorized transaction, pending its final settlement through the system even if that amount exceeds the actual amount of the transaction. This could affect the balance available to cover other transactions.

Check Processing Cut-off Hour: In order to handle the large volume of checks processed each day, we may treat any check you have written that is presented for payment after 2:00 PM on a Business Day as if it were received on the next Business Day. Our cut-off hour with respect to any notice, knowledge, stop payment or post-dated check order, or legal process received by us involving a check we have received for payment is one hour after the opening of the Business Day following the Business Day on which we received the check. Our cut-off hour for check processing purposes with respect to our right of setoff is midnight of the Business Day following the Business Day on which we received the check, or such later time by which we must return the check.

Notations on Checks. We may ignore any legal copy appearing on your checks (such as "Void after 60 days"). Our decision to pay or not to pay a check is based on funds available in your account and other factors. It may not be affected by any subsequent deposits to your account.

PLEASE NOTE: As checks you have written are presented to us for payment during the course of a Business Day, we may place a hold on available funds in your account for the amount of those checks resulting in a reduction in your available account balance throughout that day. The held funds may be applied against processing of those checks or other transactions later that day.

We process most checks by automated means based on information encoded on the checks. As such, we may not physically examine all checks to determine if they are properly signed or completed. You agree that we may rely on such a process and that it will be deemed an acceptable standard of care on our part.

Post-Dated Checks. You agree not to write post-dated checks. If you do, we may or may not pay the check on the day it is presented.

The following applies to you if your Home Branch is located in a state other than New York: If you write a post-dated check on your account and intend that the check will not be paid by us until the date written on the check, you must notify us to register it at the time you write the check. In order for your registration notice to be effective, you must call CitiPhone Banking® and provide the number, payee, amount and date of the check. You may also send written notice to the address provided on the back of the check or the address printed on your periodic statement. An oral or written request to register a post-dated check is good for six (6) months and may be renewed for additional six (6) month periods by giving written notice to us within the period during which the original notice is in effect. A post-dated check will be registered only if the notice is received at such a time and in such a manner as to afford us a reasonable opportunity to act on it before we take action with respect to the check. We may pay any post-dated check that has not been properly registered with us or not registered in a timely manner. If we re-credit your account after paying a postdated check over a valid and timely

postdated check notice, you agree to transfer to us all of your related rights against the payee or other holder of the check, and to assist us in legal action taken against that person.

Stale Dated Checks. You agree that we may pay or reject a check which is presented to us for payment more than six months after its date (a "stale dated" check), even if the presentment occurs after the expiration of a stop payment order. We normally do not examine the date on checks presented for payment. You agree that we are not required to identify stale dated checks or to seek your permission to pay them. To make sure that a check will not be paid, you should place a stop payment order on the check.

Stop Payment Orders

General. Any signer on the account can instruct us to stop payment on a check that has not been paid by issuing a stop payment order at a Citibank branch, through Citibank® Online or by calling CitiPhone Banking®. A stop payment order must be received in a time and manner that gives us a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay the item. Payment cannot be stopped on a check that has already been paid or that is in the process of being paid. At the time that you place a stop payment order, we may not be able to tell you whether the check has been paid or is in the process of being paid. Under certain circumstances, the law may allow the party in possession of the check to enforce payment, despite the stop payment order. You agree to indemnify us against any claim or loss resulting from honoring your stop payment request.

You may not be able to stop the payment of a check that is converted to an electronic transaction by a merchant. Please contact the CitiPhone Banking® number on the back of this Manual if you wish to stop such a payment.

A stop payment fee may apply. Please refer to "Service Fees and Charges for All Accounts" in the Marketplace Addendum for schedule of applicable fees.

Contents of Stop Payment Order. You will need to accurately provide:

- Your account number;
- The date of the check;
- The check number;
- The exact amount (dollars and cents) of the check; and
- The payee's name.

We may use some or all of the information, in our sole discretion, to identify a check. If the information is not exactly correct, the stop payment may not be effective.

Effective Period of Stop Payment Order: Renewal. A stop payment order will stay in effect for six (6) months from the date we accept the stop payment order, unless you instruct us to cancel it or to renew it, provided that we have not already returned the check. The order may be renewed for additional six (6) month periods. Your instructions to revoke or renew a stop payment order must be received in a time and manner that gives us a reasonable opportunity to act upon it.

Payment After Valid Stop Payment Order. If you have not paid a check over a valid stop payment order, we may require you to provide us with evidence of our acceptance of a valid stop payment order and an affidavit describing in detail your loss resulting from the payment of the check, and, if applicable, further describing in detail your dispute with the payee. If we subsequently determine that you were indebted to the payee for the amount of the check or less, you agree that we will have the right to debit your account for the amount of the indebtedness. If your account has insufficient funds to cover the indebtedness we may also exercise our right of setoff.

Replacement Check. If you write a new check to replace one on which you have placed a stop payment order, be sure it has a different check number and date. It is also helpful if you write the word "replacement" on it so it is not mistaken for the original check.

Official Checks and Money Orders. You may not as a matter of right place a stop payment on an official check, money order, or international cheque. If such an instrument has been lost, stolen, or destroyed, you and/or the payee may, under certain circumstances, be allowed to place a stop payment by completing a "Stop Payment Request and Indemnity Agreement" form. We may require that you wait ninety (90) days before reissuing the check or reimbursing you. You may also be required to purchase a surety bond for twice the amount of the instrument.

Insufficient Account Balances

We may accept, pay, certify, or charge to the appropriate account, checks and other items in the order we choose. For purposes of this "Insufficient Account Balance" section and the following "Overdrawing your Account" section, an "item" includes checks, substitute checks, service charges, purported substitute checks, electronic items or transactions, drafts, remotely created checks, image replacement documents, indemnified copies, preauthorized payments, automatic transfers, telephone initiated transfers, ACH transactions, online banking transfers or bill payment instructions, withdrawal slips, in-person transfers or withdrawals, adjustments, and any other instruments or instructions for the payment, transfer or withdrawal of funds including an image or photocopy of any of these. We may establish different processing orders and/or categories for processing checks and certain other items from time to time. We may, in our sole discretion, change our payment hierarchy, priorities, categories or order at any time without notice to you. Even if we provisionally post checks or other items to your account during the day, we may treat them as if we received all of them at the end of the day and process them in any order we choose. We do not necessarily process transactions in the order in which they occurred.

In the event the available balance in your account is insufficient to cover your day's transactions, including fees and charges, we may choose the processing order of your items without regard to the fees that you may incur as a result of our selection and without notice to you. With regard to the category of "checks," we generally will pay your checks in the order of largest to smallest dollar amount. For accounts maintained with a Citibank branch located in the state of Texas, we generally will pay your checks in order of the smallest to the largest dollar amount; however, we may change this order and process items in the category of "checks" by whichever method we choose in our sole discretion without prior notice to you.

Overdrawing Your Account

In the event of insufficient funds to pay all of your items or permit one or more transactions, we may return one or more of your items and/or not allow one or more of the requested transactions, or, in our sole discretion, we may create an overdraft by paying some or all of them. Regardless of the option we choose, we will charge you a fee (or fees) as stated in the "Service Fees and Charges for All Accounts" See Schedule of Fees in the Marketplace Addendum. Our payment of any items or allowance of transactions that create overdrafts in no way obligates us to continue that practice at a later time. We may discontinue permitting overdrafts without cause or notice to you. We discourage the practice of overdrawing accounts.

We offer a line of credit account called Checking Plus® (variable rate), which can cover your incoming items (as defined in the "Insufficient Account Balances" section) and prevent returned items up to your

available credit line. This overdraft protection is not automatic and you must apply for and be approved for this account. You can also enroll in our Safety Check service, which lets you link a money market or Day-to-Day Savings account to cover overdrafts or use of unavailable funds in your checking account. For more information on Checking Plus® (variable rate) and Safety Check, please refer to the "Overdraft Protection" section of the Marketplace Addendum.

Withdrawal Refusals

In some instances, we may refuse a request for a withdrawal or transfer from an account. The following list includes, but is not limited to, the most common reasons we might refuse such requests:

- If the funds you wish to withdraw are not yet available; (See the "Funds Availability at Citibank" section of the Marketplace Addendum.)
- If we decide to require seven (7) days advance written notice and we have not received such notice;
- If there are insufficient funds in your account;
- If you use a type of check not acceptable to us;
- If the funds you wish to withdraw are being held to cover a checking account withdrawal under our Safety Check service;
- If the funds you wish to withdraw are being held due to cashing of a third party check against the account or for any other reason;
- If the withdrawal would consist of money owed to us;
- If the withdrawal you are requesting is of the type that is limited by federal regulations, and you have already reached the applicable limit;
- If, in the case of a joint account, any account signer gives us written instructions not to permit a withdrawal;
- If the account is pledged as collateral for a loan;
- If an account owner has died and we have not received all documents required to release funds in the account;
- If we have not received documents or identification required to permit access to the account, such as when the account is new and documentation remains missing;
- If we have been ordered by a court or other legal process not to permit the withdrawal;
- If you do not present us with appropriate identification or any other information that we may require;
- If we are aware of any dispute relating to the account or funds in the account;
- If we have some suspicion of fraud, irregularity, or illegality; or
- If we believe that the signature on a check or item drawn on your account and presented for payment does not appear similar to that appearing in our records.

Withdrawal Notice

We reserve the right to require seven (7) days advance notice before permitting a withdrawal from all checking, savings and money market accounts. We currently do not exceed this debt and have not exceeded this period since.

Check Cashing

Your Own Checks. You can cash a check at any Citibank branch, for any amount up to the available balance with your Citibank® Banking Card or other identification that is acceptable to us.

Third Party Checks. In certain instances we may allow you to cash a third party check (i.e. a check originally payable to another person) at a Citibank branch, up to the available balance in your account using your Citibank Banking Card as identification. If the check is payable to a party other than yourself, we may require that the other party's endorsement be verified or guaranteed before we accept the check. In any case, we may refuse to accept any third party check for encashment for any reason. If you routinely request that we cash third party checks we may require that you enter into a separate agreement with us for that purpose. If we do cash a third party check, a hold may be placed on your account for the amount of the check until the check clears. The amount of the check cashed may also reduce your daily balance or average daily balance for interest and/or fee calculation purposes for up to the number of days it takes for us to collect the check.

Payee Check Cashing. When you write one of your checks to another person, that person, with proper identification, may be able to cash it at a Citibank branch up to the applicable limit which is currently \$5,000*. This limit may change from time to time without notice to you. We may charge a person who cashes your check a fee, or refuse to cash your check, if that person is not a deposit or loan customer of ours. Otherwise, the payee will be required to deposit the check to an account with us or elsewhere. For checks presented for encashment to a Citibank branch located in California or Nevada by a payee who does not bank with us, we may also require the payee to provide a fingerprint before cashing the check. If the payee refuses to provide a fingerprint, or if a payee refuses to pay our check cashing fee, we may refuse to cash the check. You agree that our refusal to do so is reasonable and that we will not be liable to you for our refusal.

* Certain checks drawn on a Delaware branch must be presented at a Citibank branch located in Delaware for encashment.

Check Cashing for Others. You should not use your account to cash checks for others who are not well known to you. Although we may make funds provisionally available to you and may take steps to determine whether a check will be paid, you are responsible for any loss that occurs if the check is returned to us for any reason (e.g., because it is counterfeit). Our employees cannot promise that checks drawn on or issued by other institutions, including cashier's checks or official checks, will be paid.

Account Statements and Notices Periodic Statements

We will send you periodic account statements showing all activity for the statement period, all transactions made with your Citibank® Banking Card, all transfers you authorize in advance, and other account information for the statement period. CD accounts do not receive periodic statements unless electronic funds transfer activity has occurred in the account. Your periodic statement will include a summary of your linked account balances and an itemized listing of your transactions by date, including information about checks presented against your account. We use postage-paid ordinary mail to send you statements or notices to the postal mail address reflected in our records for the account.

Instead of receiving a paper statement, any signer on an account may elect to enroll into our paperless statement service. If you elect to use the paperless statement service when available, we will notify you, using electronic mail at the electronic mail address you provided for this service as reflected in our records for the account, of the availability of your statement and other notices.

Regardless of the number of account owners, we only mail to one owner per account. Notification given to any one account owner is considered notification to all account owners and is considered delivered to you on the date we first place the statement or notice in the mail or the date that the electronic mail is first sent, regardless of whether or not you receive it.

If two consecutive statements and/or notices are returned to us for any reason, you agree that we may hold subsequent notices and statements until we receive forwarding information from you. Statements and notices held for you will be deemed delivered to you on the date that they are prepared (for held statements), mailed (for returned statements) or otherwise made available to you. At our discretion, we may destroy mail that is returned to us as determined to be undeliverable. If you have a checking, Checking Plus®, or Checking Plus® (variable rate) account, you will receive a statement each month and that statement will include information regarding all of your other linked accounts. If you have any other type of account that is not linked to a checking, Checking Plus®, Checking Plus® (variable rate) or linked retirement plan account and that would otherwise receive periodic statements, you will receive a statement whenever there is EFT transaction activity or quarterly, whichever comes first. Quarterly statements are produced for statement cycles ending during January, April, July and October of every year.

You can arrange to receive separate statements for your linked Citibank, N.A. accounts by calling CitiPhone Banking® (see the back cover of this Manual for telephone numbers).

Cancelled Check Options

Unless you have an account package that allows you to elect otherwise and you have done so, we will not send you images of your cancelled checks.

If you have an account package that allows you to elect otherwise, you may elect to have your check images delivered with your periodic statements. If you have a CitiGold® Account Package, you may request that check images be returned to you with your periodic statement. You must speak with an Account Representative to sign up for this service. Please note that if you receive check images with your statement, included among those images may be some checks which were presented for payment but which were returned unpaid after your statement was prepared and sent to you.

Images of your cancelled checks presented within the past twelve months are also available to you through Citibank® Online. Additionally, you may request a copy of any of your cancelled checks by calling CitiPhone Banking®. Please refer to "Service Fees and Charges for All Accounts" in the Marketplace Addendum for applicable fees.

Substitute Checks and Your Rights

What is a Substitute Check

A substitute check is a paper reproduction created from a digital image of the front and back of the original check and bears the legend "This is a legal copy of your check." You can use it the same way you would use the original check. Federal law allows banks to replace original checks with "substitute checks." Under the law, a substitute check is the "legal equivalent" of the original check. In other words, it can be used in the same way and for all purposes for which you would use the original check.

Your Rights

The following rights apply if you receive a substitute check from us in lieu of the original check. These rights do not apply to original checks or to electronic debits. Your rights as to those transactions remain unchanged and are described in other sections of this Agreement. Please note these rights also do not apply to images of checks furnished to you or viewed through Citibank® Online.

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you incur if you believe a substitute check is incorrectly posted to your account (for example, if you think your account was debited for the wrong amount) and production of the original check is needed to determine the validity of the debit. The losses you may attempt to recover may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft check fees.) The amount of the refund you may request under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

Under federal law, you may receive up to \$2,500 of your refund (plus interest if you have an interest-bearing account) within ten (10) Business Days after we receive a complete claim from you and the remainder of your refund not later than forty-five (45) calendar days after we receive a complete claim from you. You will not be entitled to a refund if we determine that the substitute check was correctly posted to your account. Alternatively, we may reverse the refund (including any interest on the refund) if we later determine that the substitute check was correctly posted to your account.

Filing a Claim

If you believe a substitute check you have received from us was improperly debited to your account, please call CitiPhone Banking® at the number indicated on the back cover of this Manual. You must contact us within forty (40) calendar days of the date we mailed, or otherwise made available to you, the substitute check in question. We may extend the time period if you were prevented from contacting us for extenuating reasons. In certain situations, such as forgery claims, we may require that you put your claim in writing. If so, we must receive the information in writing within ten (10) Business Days from the day you first notified us of your claim. If you are not able to contact us by telephone, you may also write to us at the following address: Citibank Client Services, P.O. Box 769014, San Antonio, TX 78245-9989.

In investigating your claim, we may request the following information from you:

- Description of how you suffered a loss;
- Amount of your loss;
- Explanation as to why the original check is needed to determine the validity of the amount charged to your account; and
- A copy of the substitute check and/or information to help us identify the substitute check (such as check number, the amount of the check and payee).

Special Circumstances

Forfeited Accounts

If your account is seized by or forfeited to the United States government or a state government, you no longer have title to the account, and the funds in the seized or forfeited account will no longer earn interest during such period of seizure or forfeiture, even if the funds are eventually returned to you.

Death or Legal Determination of Incompetence

You agree to notify us immediately of the death or court-ordered legal determination of incompetence of any owner or authorized signer on your account. We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court or court appointed fiduciary regarding the account. We also may freeze, offset, refuse and/or reverse deposits and transactions (e.g., governmental or retirement benefits payments payable to the deceased) if an owner dies or is legally determined incompetent.

In case of death or legally determined incompetence of an account owner, we will continue to honor checks written on that account as well as other withdrawal instructions until we are notified of the death or the legally determined incompetence. We may continue to honor checks for up to ten (10) days following the death of the account owner unless a validly appointed representative of the decedent or another account owner provides us with stop payment instructions.

Upon notification of death or legal determination of incompetence, we will block individual accounts; joint accounts may remain unblocked for up to thirty (30) days after we have been notified of an account owner's death. Certain documents must be presented to us before funds in such an account can be paid out and the account closed. For more information about which documents are required, please visit your Home Branch or contact CitiPhone Banking® (see the back cover of this Manual for telephone numbers).

Dormant Accounts

Under applicable state abandoned property statutes, your account will be considered dormant (inactive) and we may be required to send to the appropriate state the balances in your deposit account unless you have done at least one of the following during a specified period of time:

- Deposited or withdrawn funds;
- Signed and returned our active account confirmation form; or
- Written to us concerning the account.

A certificate of deposit account that has not reached initial maturity will not be considered inactive, but if the account renews automatically, it can become inactive starting after the initial maturity date.

In complying with these requirements, the laws of the state of your last known address (as recorded on our bank records) govern the activity of the account. If your address is outside the United States, Nevada law will govern. You may contact CitiPhone Banking® or your Home Branch for specific information that we may have concerning the current inactivity period and any specific requirements of the state law or other specific requirements that we may have that apply to your account.

Legal Process

Regardless of where or how we are served, we may comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant relating to you or your account which we believe to be valid. You agree that we may honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained. You agree that we will have no liability to you for honoring any such legal process. We will also have and may enforce a right of setoff and security interest against any of your accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process.

We may comply with process we deem appropriate even if it appears to affect the interest of only one owner of a joint account. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed even if such action results in insufficient funds to pay a check you have written or otherwise satisfy an obligation you may have incurred.

Accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc. client trust account") may be subject to legal process unless our records contain an express written trust or court order that provides otherwise.

Upon receipt of any legal process, you will be liable to us for our processing fee, and reimbursement for our record research, reproduction and handling costs. We may deduct such fee, as well as any expenses, including, without limitation, attorneys' fees in connection with any such document or legal process, from your account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees.

You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process we believe to be valid.

When we receive an order instructing us to restrict access to funds in an account, we may remove the funds from the account and maintain them separately. These funds will not earn interest and will not be considered as part of your combined balances when we determine account fees and rates.

Right of Setoff

Subject to applicable law, we may exercise our right of setoff against any or all of your accounts (except IRA, Keogh plans and certain trust accounts) without notice, for any liability or debt of any of you, whether joint or individual, direct or contingent, now or hereafter existing, and whether arising from our fees or charges, overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If an account is a joint or multiple-party account, each joint or multiple-party account owner is jointly and severally liable for our right of setoff against any and all accounts of each account owner.

You expressly agree that our right of setoff extends to, and may be directed towards, any federal or state benefit payments (including Social Security benefits) directly deposited into your account. You also agree to allow us to apply any subsequently credited deposit made to your account against any overdrafts and against any fees and charges or other obligations owed us in whichever order we determine and that we may use any federal or state benefits payment

that is deposited into the account (including direct deposit of Social Security) for this purpose. You acknowledge and agree that if you do not want your electronically deposited benefits applied in this way, you have the option of changing your direct deposit instructions by providing notice to the benefits payor at any time.

Restricted Access

There are occasions when we restrict access to deposits, such as when your account application is being processed, when funds are assigned as collateral or when we are required by law to restrict access. If funds assigned as collateral are in interest-bearing accounts, they will continue to earn interest as usual. They may not, however, be used in connection with our Safety Check service.

Closing a Deposit Account

You may close your account at any time (except as stated otherwise in this Manual). We may allow one owner/signer to close an account without the consent or signature(s) of any other owner(s)/signer(s). Except in limited circumstances, if you close a Certificate of Deposit account before maturity, you will be subject to an early withdrawal penalty.

We may close your account at any time with or without cause. We may try to notify you in advance should this be necessary, but we are not obliged to do so. If we close your account, we will send you a check for your final balance, if any, minus any applicable account fees and charges. If your account balance is insufficient to pay applicable account fees and charges owed to us, you will continue to be liable to us for the unpaid amount and interest thereon until it is paid in full. Your obligations for transactions conducted prior to account closure will survive the termination of the account and this Agreement.

Foreign Currency Exchange

Citibank's World Wallet® offers you the convenience of ordering foreign currency at competitive exchange rates quickly and easily. You can order foreign currency simply by visiting your local Citibank branch during normal business hours or by calling CitiPhone Banking® for delivery by the end of the next Business Day to a Citibank branch you select, or directly to your address on record in the U.S. - no delivery to P.O. Boxes or to locations outside of the United States (including Puerto Rico) - for an additional nominal charge. For California, Nevada, Illinois and Texas, orders must be placed before 4:00 PM Eastern Time. For all other marketplaces, orders must be placed before 3:00 PM Eastern Time. Ordering limits apply. Contact us for details on limits. Foreign currency is available in 50 different currencies. For more information about these services, you may call CitiPhone Banking® or 1-800-756-7050 toll-free within the United States. Your account will be automatically charged by us for the amount of your order, plus any applicable service and shipping charges. For redemptions of foreign currency, your account will be credited in U.S. dollars, less any applicable service charges. The exchange rate for purchases and redemptions of foreign currency is the Citibank foreign currency bank rate conversion rate in effect at the time you place your purchase order or redeem your currency. This rate includes a commission to Citibank for the conversion service.

Limitation of Liability. We assume no responsibility and make no representation regarding (a) comparative exchange rates available from other sources, and (b) foreign laws relating to currencies, including, without limitation, the importation of currencies and laws affecting the free convertibility of local currencies.

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Electronic Banking

The following terms apply to Electronic Fund Transfers (EFT) governed by the Electronic Fund Transfer Act (e.g., consumer ATM, point-of-sale (POS) and ACH transfers). Any authorized signer on an account may apply for EFT services on behalf of all authorized signers.

General

Please note that each withdrawal, transfer, purchase and cash advance is limited by the amount available in your account or available to you via an overdraft protection program such as Checking Plus®, Checking Plus® (variable rate) or Safety Check. Some ATM Network Machine operators may impose lower limits on cash withdrawals.

Limitations on Transfers. In addition to the limits imposed on each Business Day transfer, transfers from savings or money market accounts are subject to the federal limitations described in the "Limits on Transfers" section of this Agreement.

Limitations on Withdrawals and Right to Suspend or Discontinue Services. At any time we may change the withdrawal limits that apply when you use an Access Device, and at any time we may suspend or discontinue operation of certain electronic banking services based upon security issues and other factors.

Terminal Transactions. You can get a record detailing the transactions you perform at Citibank ATMs and ATM network machines. For deposits and payments made at Citibank ATMs, your deposits and payments are accepted subject to bank verification.

Access Device

Your Citibank® Banking Card, your Personal Identification Number (PIN), your Telephone Personal Identification Code (TPIC), and your Citibank® Online password are "Access Devices" as defined in this Agreement and each individually is referred to as an Access Device. Additional Access Devices to which this section also applies are included in the "Definitions" section of this Manual under "Access Devices".

You generally will receive your Citibank® Banking Card Access Device when you open your account. If you did not select your Personal Identification Number (PIN) at account opening, you will receive the PIN in a separate mailing. Your PIN is required for all Citibank® Banking Card transactions at Proprietary Citibank ATMs, at ATM network machines or for PIN based POS purchase transactions. You agree to keep your PIN confidential. No bank employee knows your PIN or will ever ask for it. For your protection, we encourage you to periodically change your PIN. You can change your PIN at any time:

- At a Proprietary Citibank ATM;
- At any Citibank branch in the United States;
- By signing on to Citibank® Online.

If you are unable to change your PIN at an ATM or through the CitiPhone Banking® automated system, you may contact CitiPhone Banking® for assistance. The PIN is a confidential, pre-set PIN that is systemically generated and mailed directly to you. When you receive the PIN matter, you will need to call CitiPhone Banking® to activate the PIN.

The PIN you select must consist of four numbers and cannot begin with a zero. Many international ATMs do not have keys with both letters and numbers. If your PIN contains letters, please learn their corresponding numbers, as letters may not always be noted on the keys. You should also be aware that non-Citibank ATMs and

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International ATMs may limit access to a primary checking account. To initially sign on to Citibank® Online, for additional security, in addition to your Citibank® Banking Card number and your PIN, you will need to choose a Citibank® Online User ID and Password. Together, the User ID and Password you select will be your Access Device for Citibank® Online.

To use CitiPhone Banking® or Citi Mobile®, in addition to your Citibank® Banking Card, you will need a Telephone Personal Identification Code (TPIC). Once you have received your Citibank® Banking Card, you can set up this code at www.CitibankOnline.com or by calling CitiPhone Banking® (at the number on the back of your Citibank® Banking Card) for instructions on how to establish your TPIC. If an unauthorized person has obtained access to your Citibank® Banking Card, your PIN, your Citibank® Online User ID and Password or your TPIC, notify Citibank immediately.

Your rights and obligations in the case of unauthorized use of any of your Access Devices are the same as for lost or stolen Citibank® Banking Cards.

We will automatically send you a new Citibank® Banking Card before your current card expires. When you receive your new card, you will need to activate the card by following the instructions enclosed with the card. You will need to sign your new card and destroy your old card.

Please note that the Citibank® Banking Card we issue you is and remains the property of Citibank. We have the right to take possession of it, to demand its return, and to cancel it at any time. You may also cancel your Citibank® Banking Card at any time and for any reason. To do so, cut your card in half and notify us through CitiPhone Banking®, Citibank® Online or at a Citibank branch. You agree to return the Citibank® Banking Card to us upon request.

Withdrawal Posting Cut-Off Times

For purposes of determining the Business Day for posting of cash withdrawals from Proprietary Citibank ATMs, the following applies: a Business Day is any day of the week that is not a Saturday, Sunday or bank holiday ending at the time shown in the chart below. Withdrawals done on non-Business Days will post to your account on the following Business Day.*

Marketplace:	Business Day Ends:
CT, DC, DE, FL, MA, MD, NJ, NY, PA, VA	7:30 PM ET
California and Nevada	8:30 PM PT
Illinois	6:30 PM CT
Texas	6:30 PM CT

* Cash withdrawals made at California/Nevada ATMs from an account whose Home Branch is not located in either of those states will post to the account on the following Business Day.

Types of Transactions; Limitations

Cash Withdrawals

The cash withdrawal limits apply to each Citibank® Banking Card. You can use your Citibank® Banking Card to withdraw a maximum of \$1,000 in cash, per card, during a timeframe which may extend beyond a Business Day, from your checking, savings or money market accounts. For Citibank® Everything Counts® Accounts, your cash withdrawal limit is \$2,000. The stated limits are per card issued on one account, whether to a single signer or multiple signers. The cash withdrawal limits are not affected by additional accounts or the balances in those accounts, which are linked to your Citibank® Banking Card.

For Citigold®, you can use your Citibank® Banking Card to withdraw cash up to a maximum of \$2,000 (\$5,000 for Citigold accounts with a combined average balance of \$500,000 or more for the month which is two calendar months prior to the date of the withdrawal, and for all Citi Private Bank customers regardless of balance), during a timeframe which may extend beyond a Business Day, from your checking, savings or money market accounts. The cash withdrawal limit on the Citigold and Citi Private Bank accounts for single signer or multiple signers is based on the balances in the linked accounts as stated above. The number of cards issued to a Citigold or Citi Private Bank account customer does not affect the maximum withdrawal limit per account.

For Citibank Banking Card cash withdrawal limits related to account packages available through *International Personal Banking*, *Citigold International* or *Global Executive Banking*, please refer to your respective Marketplace Addendum.

There is no limit to the number of withdrawals you can make.

You can use your Citibank® Banking Card to:

- Withdraw cash at a Proprietary Citibank ATM from your linked checking, savings, money market, Ready Credit®, Checking Plus®, Checking Plus® (variable rate), Citibank Home Equity Line of Credit/Equity Source Accounts® and from any linked Citibank® MasterCard® and Citibank® Visa® credit card accounts;
- Withdraw cash at a Network ATM;
- Withdraw cash and transfer funds, fee-free, between eligible linked Citibank accounts at participating 7-Eleven®, Murphy Oil USA®, MoneyPass® and Publix® supermarket locations. These ATMs are not owned or operated by Citibank and not all functions are available at all of these ATMs.

Fees for Cash Withdrawals

There is no charge for making cash withdrawals with a Citibank® Banking Card at Citibank ATM locations in the U.S. Our charges for cash withdrawals at non-Citibank ATM locations will vary based on the account package you selected. When you use a Network ATM, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a transaction. For fees imposed due to withdrawing cash from your linked Citibank credit accounts (including credit cards), see your applicable customer agreements.

Deposits

- You can make deposits at a Proprietary Citibank ATM, or at ATMs located in select 7-Eleven® Convenience Stores (check deposits only), to your linked checking, savings and money market accounts. ATM deposits received before the cut-off time for that Business Day will be considered deposited on that day. ATM deposits received after the cut-off time for that Business Day will be considered deposited on the next Business Day.
- You may have funds, such as your pay, your pension, or your social security payments sent to your checking, savings and money market accounts by Direct Deposit.

You can make payments at a Proprietary Citibank ATM to your linked CitiMortgage loan, Citibank Home Equity Line of Credit/Equity Source Account®, Ready Credit®, Checking Plus® and Checking Plus® (variable rate) accounts, and Citibank® MasterCard® and Citibank® Visa credit card accounts by transferring funds from your Citibank checking, savings or money market accounts or by envelope payment.

- You can also pay certain linked Citibank personal loans, lines of credit, mortgage loans, as well as Checking Plus[®] and Checking Plus[®] (variable rate) with automatic monthly transfer payments from your checking, savings, or money market account. You authorize these transfers in advance and they do not require a Citibank[®] Banking Card or any further action on your part. If you have arranged for this type of transfer, you can use Citibank[®] Online, visit any Proprietary Citibank ATM location or call CitiPhone Banking[®] to confirm that the payment was made.

Bill Payments

- You can make payments to third parties by calling CitiPhone Banking[®] or by using Citibank[®] Online or Citi Mobile[™]. When you pay your bills through our bill payment service, your payment is transferred electronically or by an official check. Your account or invoice number can be included with your payment, whether it is made electronically or by check. You can schedule a bill payment up to one year in advance and you can schedule a series of recurring payments.
- If you want to cancel a scheduled bill payment, you must do so by 11:59 PM Eastern Time on the day prior to the scheduled payment date. You can cancel a payment via Citibank[®] Online or by calling CitiPhone Banking[®] directly at 1-800-374-9700. A CitiPhone Banking[®] Services representative will be able to assist you whether the bill payment was scheduled via CitiPhone Banking[®] or via Citibank[®] Online. *If you cancel one of a series of recurring payments, all subsequent payments of the series will be canceled.* If a bill payment is made by check, a stop payment order can be accepted under certain circumstances. Stop payment orders cannot be accepted for bill payments made electronically.
- Your periodic Citibank account statement will include all bill payment transactions made through our bill payment service. If you suspect any error in these statements, or if you have questions or need help, you should write to us at Citibank Client Services, P.O. Box 769004, San Antonio, Texas 78245-9989, or call CitiPhone Banking[®].
- A pre-authorized bill payment can be verified online or via CitiPhone Banking[®]. If you believe an unauthorized bill payment has been or might be made, you should call CitiPhone Banking[®] directly at 1-800-374-9700.
- There is no monthly charge or transaction fee for paying your bills using Citibank[®] Online or the Telephone Automated Bill Payment Service. However, if you schedule a single payment or multiple bill payments with the assistance of a CitiPhone representative, your account may be charged a fee to cover the bill payment(s) that are debited during each periodic statement cycle. For fee information, please refer to "Staff Assisted Bill Payments" under "Service Fees and Charges for All Accounts" in the Marketplace Addendum.
- If we are making a pre-authorized payment to a person or company for you and the amount of that payment will vary from the previous amount, it is the responsibility of that person or company to notify you of that fact. Please contact the payee and/or

Electronic Check Conversion

- You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:
 - pay for purchases; or
 - pay bills.

Transfers

- Transfer funds using Citibank[®] Online, Citi Mobile[™], CitiPhone Banking[®] or at a Proprietary Citibank ATM between your checking, savings and money market accounts and any linked credit card account. Transfer funds between your checking, savings or money market accounts at a Network ATM displaying one of the network symbols shown on the back of your Citibank[®] Banking Card. For transfer limits on your linked Citibank credit accounts (including credit cards) refer to your applicable customer agreements.

Transfers can be arranged on a weekly, every-other-week or monthly basis. All checking, savings and money market accounts permit automatic transfer withdrawals and accept automatic transfer deposits. Examples of these are monthly interest transfers from your savings to your checking or monthly transfers to fund your individual Retirement Account.

- With Citibank[®] Global Transfer Service, you can use any eligible Citibank checking, savings, or money market account at Proprietary Citibank ATMs, via Citibank[®] Online, or at a Citibank branch, to transfer funds real-time to the account of another Citibank customer in the U.S. or in select markets outside the U.S. or receive funds into your account from another Citibank customer in the U.S. The minimum transaction amount is \$1, exclusive of the transaction fee. There is no fee for receiving a Citibank Global Transfer into your account. When you send a Citibank Global Transfer, the funds will be debited from your designated eligible account and immediately credited to the recipient's account. For transfers to U.S. accounts, the transfer will be made in U.S. dollars. For transfers to foreign accounts, the transfer will be made in the currency of the foreign recipient's account. Citibank's exchange rate includes a commission for the conversion service.

Mexico only: Citibank, N.A. customers can use the optional Account to Cash feature to send money to Mexico for cash pick-up at any Banamex branch in Mexico.

Fees*

Account to Account per transfer fee for funds sent to:

U.S., Mexico or India.....	No Fee
Philippines or Poland.....	\$ 8.00
All other international destinations.....	\$10.00

For Citigold customers, if the combined average balance of your Citigold[®] Account for the month which is two calendar months prior to the Account to Account transfer was \$500,000 or more, and for all Citi Private Bank customers regardless of balance, we waive Account to Account transfer fees for all countries.

- For Citibank Global Transfer service fees related to account packages available through International Personal Banking, Citigold International or Global Executive Banking, please refer to your respective Marketplace Addendum.

Citibank® Global Transfer Service Limits for Account to Account Transfers (transfer limits are stated in U.S. dollars):

Account Package	Citibank® Online	Citibank branch or ATM	Weekly Limit
Citigold Citi Private Bank	\$2,000	\$5,000	\$25,000
All Other Account Packages	\$1,000	\$3,000	\$10,000

* For Citibank Global Transfer service fees and limits related to account packages available through International Personal Banking, Citigold International or Global Executive Banking, please refer to your respective Marketplace Addendum.

Account to Cash (Mexico Only)

Transfers are limited to US\$1,000 per calendar day, and US\$2,500 per calendar week.

Both Account to Cash and Account to Account combine into total transfer limits from a single account.

PLEASE NOTE: The transfer limits described in this section may vary at our discretion and without prior notice based on risk factors relevant to this service and your personal transaction activity.

Destinations: We may change the permitted destinations for Citibank Global Transfers from time to time based on security issues and other factors. Approved destination countries may change. Information on available countries can be obtained through CitiPhone Banking®, Citibank® Online or at Proprietary Citibank ATMs.

Canceling an Automatic Transfer

You can cancel an automatic withdrawal or payment from your account by calling or writing to us. To cancel an automatic transaction, we must receive your instructions at least three (3) Business Days before the transfer is scheduled to be made. Write or call us at CitiPhone Banking® (see the back cover of this Manual and your periodic statement for telephone numbers and address). If you request a cancellation by phone, we may ask you to confirm your instructions in writing within two (2) weeks. If you order us to cancel a scheduled transfer in a timely manner and we do not do so, we will be liable for your losses or damages.

Point-of-Sale (POS) Transactions

"PIN Based" Transactions. You can use your Citibank® Banking Card to perform an EFT to purchase goods or services from a location displaying the Maestro® or Cirrus® network logos by authorizing these transactions using your PIN. When asked, select "debit" for these transactions. PIN based transactions include "Direct Bill Payment" transactions, which may not require a PIN.

"Signature" Transactions. If you have a Debit Card, you can also use your card to perform an EFT to purchase goods or services and/or receive cash from locations that accept MasterCard®. These transactions are those for which you do not use your PIN and either you or a merchant designates as a "credit" transaction (including point-of-sale transactions, small dollar purchases that do not require a signature and use of your Citibank® Debit MasterCard® with PayPass™ or other similar Access Device), Internet, phone and mail-order transactions.

All POS transactions made with your Citibank® Banking Card are deducted from your linked Citibank primary checking account. You agree to only use your Citibank Banking Card for lawful transactions. We reserve the right to block or deny certain merchant categories when you attempt to make purchases with your Citibank® Banking Card. These merchants include, but are not limited to, Internet gambling sites.

When you use your Citibank® Banking Card for a POS transaction, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your account for the amount indicated by the merchant. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your account for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles.

Your maximum purchase limits on your Citibank® Banking Card per Business Day, per account, are shown below limited by the amount available in your account, whichever is lower:

Transaction Type	Package		
	Citigold®	Everything Counts®	All other packages
PIN Based Purchase	\$10,000 \$25,000*	\$7,500	\$5,000
Signature Purchase	\$10,000 \$25,000*	\$7,500	\$5,000

For Citi Private Bank customers, the following limits apply regardless of balance: PIN Based Purchase \$25,000 and Signature Purchase \$25,000.

* This higher limit applies to Citigold Accounts with a combined average balance of \$500,000 or more for the month which is two calendar months prior to the date of the transaction.

In addition to our right to change withdrawal limits or to suspend or discontinue operation of certain electronic banking services at any time based on security or other factors, we also reserve the right to set a lower dollar limit for POS transactions occurring during a disruption of the electronic connection between a merchant and Citibank.

For Citibank® Banking Card purchase limits on International Personal Banking, Citigold International or Global Executive Banking account packages, please refer to your respective Marketplace Addendum.

Citi Mobile™ Mobile Banking

You may enroll to obtain account information and make selected transactions using your Eligible Mobile Device via Citi Mobile™. Citi Mobile™ is a service available to every banking customer with an activated Citibank® Banking Card, a compatible wireless web-enabled cell phone or other type of mobile device ("Eligible Mobile Device") and a Telephone Personal Identification Code (TPIC).

The list of Eligible Mobile Devices is published at Citibank® Online and is subject to change without notice. There is no charge by Citibank for using the Citi Mobile service. However, your wireless carrier may charge you a fee for data access, which is required to use Citi Mobile.

You agree to use the Citi Mobile service, and all related software provided to you by us ("Software"), solely to access and use the service and agree not to decompile or reverse engineer the Software. Certain Software that we use to provide the Citi Mobile service has been licensed from a third party ("Licensor") that is not affiliated with us. Transactions initiated using the Citi Mobile service may constitute EFTs under federal law and regulation. Instructions for reporting unauthorized EFTs are contained in each periodic statement for your account(s). You may only receive information about and/or make transfers between the accounts that are linked to your Citibank® Banking Card. You may only make bill payments to payees that are included in the Citibank bill payment Merchant Directory or to other personal payees that you previously set up in your account.

The standard limitations on transfers and bill payments apply to transactions made through Citi Mobile. The Citi Mobile service is provided "as is" and without warranty. You acknowledge and agree that from time to time, the Citi Mobile service may be delayed, interrupted or disrupted for an indeterminate period of time due to circumstances beyond our reasonable control, including, without limitation, any inaccuracy, interruption or delay in transmission by the telecommunications carrier used with the Eligible Mobile Device to access the wireless web, or any interruption, disruption or failure in the provision of the service, whether caused by strikes, power failures, equipment malfunctions or other reasons. We, our affiliates and our Licensors shall not, individually or jointly, be liable for any claim related to the Citi Mobile service arising from any such delay, interruption, disruption or similar failure. In no event will we or any affiliate or Licensor be liable for indirect, consequential or special damages, including lost profits, arising from your use of the Citi Mobile service, even if such damages were reasonably foreseeable and notice was given regarding them. These limitations will apply to all causes of action, whether arising from breach of contract, tort (including negligence) or any other legal theory. By identifying a cell phone or other device as an Eligible Mobile Device for use with the Citi Mobile service, we do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of such device. You are responsible for the selection of an Eligible Mobile Device and for all issues relating to the operation, performance and costs associated with such device with your telecommunications carrier. Except as otherwise required by applicable law or regulation, we may suspend and use of the Citi Mobile service and expand, reduce and/or suspend the type and/or dollar amounts of transactions allowed using the service, and change the enrollment process and transaction limits associated with it from time to time based on security issues and other factors at any time in our sole discretion without prior notice.

Regular account charges will apply to services and features that are accessible through the Citi Mobile service. The telecommunications carrier for your Eligible Mobile Device may impose an extra fee in order to make such device 'wireless web' enabled.

In addition to the limits imposed on each Business Day transfer, transfers from a savings and money market account are subject to the federal law restrictions in the "Limits on Transfers" section of this Agreement.

Security Tips

You can help prevent unauthorized access to your accounts by following these common sense rules:

- Keep your Citibank® Banking Card to yourself. Never use it to assist others as you might be allowing them to take money from your account;
- Treat your Citibank® Banking Card like cash. Do not leave it where others can find it. Do not give it to anyone to hold as "security" for any reason or under any circumstance;
- Keep your PIN, TPIC and other Access Devices secret. Do not tell it to anyone. Do not write it on your Citibank® Banking Card or keep it in your wallet or purse;
- Change your PIN periodically;
- Review your account statements regularly and notify us promptly of any discrepancies;
- Always be aware of your surroundings when using ATMs, particularly after dark;
- Be sure to close the door behind you when you enter or leave the facility, as appropriate;
- Never begin an ATM transaction if there is insufficient light or you notice anything suspicious – go to a different location or return at another time;
- Always cancel a transaction-in-progress and end your session, place your Citibank® Banking Card in your pocket, and leave the ATM location if you notice anything suspicious;
- Immediately report crimes and suspicious activity at ATM locations to local law enforcement officials as well as to the owners/operators of the ATMs;
- Never display cash at ATM locations. Place cash and your Citibank® Banking Card in a pocket as soon as you complete your transaction. Count cash in a safe location, such as a locked car, home, or office;
- Be sensible about using Citibank ATMs and ATM network machines. Remember to use the same caution and common sense you would use in any 24-hour facility.

We cannot guarantee your safety at an ATM.

Please address any complaints concerning security at Citibank ATMs to CitiPhone Banking® (see the back cover of this Manual for telephone numbers).

For emergency assistance at any Citibank or Network ATM, please call 911.

Transactions Made Outside the U.S. and Puerto Rico

ATM Cash and POS Transactions Outside the U.S.: Transaction Charge. Whenever you use your Citibank Banking Card outside of the U.S. and Puerto Rico to obtain cash or purchase goods or services, we will apply a foreign exchange fee equal to 3% of the transaction amount (including credits and reversals). This fee is waived for Citigold, Citi Private Bank, International Personal Banking, CitiGold International and Global Executive Banking customers.

Currency Conversion Methods. Transactions made in foreign currency will be converted into U.S. dollars according to the current policies of the merchant, network or card association that processes the transaction:

- Transactions processed by Citibank are converted into a U.S. dollar amount using Citibank's procedures in effect at the time the transaction is processed. Currently, the currency conversion rate used to determine the transaction amount in U.S. dollars is based on either (1) a wholesale market rate or (2) a government-mandated rate in effect one day prior to the processing date. Transaction types currently processed by Citibank include ATM withdrawals made at many Citibank ATMs outside the United States or Puerto Rico.
- Transactions processed by MasterCard® currently use a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets on the processing date (Note: this rate may be different from the rate that MasterCard receives), or (b) the government-mandated rate. Transaction types currently processed by MasterCard include POS transactions (both PIN-based and Signature-based) and ATM withdrawals (including those at certain Citibank ATMs).

The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

Lost or Stolen Citibank® Banking Cards or Other Access Devices and Unauthorized Electronic Transactions

Consumer Liability

If any of your Access Devices are lost or stolen, it is your responsibility to notify us immediately. Please call CitiPhone Banking® at the number on the back cover of this Manual.

Please remember that your Citibank® Banking Card and all of your Access Devices are valuable, and it is important for you to exercise care with them. To protect your personal and account information, be sure to keep your PIN and other Access Devices secure. As a general practice, we recommend that you periodically change your PIN.

Tell us at once if you believe any of your Access Devices, including but not limited to your Citibank® Banking Card, has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). Call CitiPhone Banking® at 1-888-CITIBANK or use the number located on the back cover of this Agreement. Customer service representatives are available to assist you 24 hours a day, 7 days a week. If you tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, you can lose no more than \$50 if someone uses your Access Device without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Access Device, and we can prove we could have stopped someone from using your Access Device without your permission if you had told us, your liability is as much as \$500.

Citibank® Debit MasterCard®

If your Citibank® Banking Card bears the MasterCard® logo and is used in conjunction with an unauthorized transaction that does not require use of your Personal Identification Number (PIN), your liability for unauthorized use as described above, will not exceed:

- (i) \$0 if
 - you report the loss or theft of your card within 24 hours of discovery of such loss or theft; and
 - you exercised reasonable care in safeguarding your card from the risk of loss or theft; and
 - you have not reported two or more incidents of unauthorized use to the bank in the immediately preceding 12 month period; and
 - the account to which transactions initiated with your card were posted is in good condition; or
- (ii) The lesser of \$50 or the amount of money, property, labor or services obtained by the unauthorized user before notification to the bank if all conditions listed above in the Citibank® Debit MasterCard® paragraph have not been met.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had informed us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Contact in Event of Unauthorized Transfer

If you believe your Access Device has been lost or stolen call CitiPhone Banking® at 1-888-CITIBANK or write: Citibank Client Services, P.O. Box 769004, San Antonio, Texas 78245-9989. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Error Resolution and Notice Procedures

If your statement or transaction record is wrong or if you need more information about a transfer listed on your statement or record, contact us as soon as possible at the phone number or address listed above.

NOTE: If the error concerns an ATM network transaction, be sure to contact Citibank or Citigroup Global Markets Inc. - depending on the account from which you were attempting to withdraw funds - not the financial institution that operates the machine. We need to hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any)
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during

the time it takes us to complete our investigation. For new accounts (where the notice of error involves an electronic funds transfer to or from your account, that occurred within thirty (30) days after the first deposit to the account was made), we can take up to twenty (20) Business Days to determine whether an error occurred and up to twenty (20) days to provisionally credit your account for the amount you think is in error. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or question. For errors involving point-of-sale or foreign-initiated transactions, we may also take up to ninety (90) days to investigate your complaint or question.

If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not provisionally credit your account.

In any case, we will tell you the results of our investigation within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Our Responsibility to You

If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer;
- (2) If the transfer would go over the credit limit on your overdraft line;
- (3) If the automated teller machine where you are making the transfer does not have enough cash and you continue to request the transfer when you know the ATM does not have sufficient cash;
- (4) If the automated teller machine or POS terminal was not working properly and you knew about the breakdown when you started the transfer;
- (5) If circumstances beyond our control (such as fire or flood or other conditions listed under "Limitation of Liability") prevent the transfer, despite reasonable precautions that we have taken.

There may be other exceptions stated in our Agreement with you.

Confidentiality at Citibank

We will disclose information to third parties about your account or the transfers you make:

- (i) When it is necessary for completing transfers;
- (ii) In order to verify the existence and condition of your account for a third party such as a credit bureau or merchant;
- (iii) In order to comply with government agency or court orders; or
- (iv) If you give us your permission.

Some of our information may be shared with other Citibank accounts belonging to more than one individual and your accounts with other Citibank affiliates, statements released under a subpoena or as otherwise required or permitted by law may contain information regarding those other persons and accounts.

For additional information about our privacy practices, see "Our Privacy Notice."

Limitation of Liability

Except as otherwise required by law, we are not liable to you for any claim, cost, loss or damage caused by an event that is beyond our reasonable control. In particular, we are not liable to you if circumstances beyond our reasonable control prevent us from, or delay us in, performing our obligations for a service, including acting on a payment order, crediting a funds transfer to your account, processing a transaction or crediting your account. Circumstances beyond our reasonable control include, but are not limited to, natural disasters such as a tornado, hurricane, earthquake or flood, emergency conditions, such as a war, terrorist attack, riot, fire, theft or labor dispute; a legal constraint or governmental action or inaction; the breakdown or failure of our equipment for any reason, including a loss of electric power, the breakdown of any private or common carrier communication or transmission facilities, any time-sharing supplier or any mail or courier service; the potential violation of any guideline, rule or regulation of any government authority; suspension of payments by another bank; or your act, omission, negligence or fault. We will never be liable for special, incidental, exemplary, punitive or consequential losses or damages of any kind resulting from the conditions stated in this "Limitation of Liability" section.

Resolution of Disputes by Arbitration

PLEASE READ THIS PROVISION OF THE AGREEMENT CAREFULLY. THIS SECTION CONTAINS IMPORTANT INFORMATION REGARDING YOUR DEPOSIT, READY CREDIT®, CHECKING PLUS® OR CHECKING PLUS® (VARIABLE RATE) ACCOUNTS AND THE SERVICES RELATED THERETO. IT PROVIDES THAT EITHER YOU OR WE CAN REQUIRE THAT ANY DISPUTES BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, THE DISPUTE IS SUBMITTED TO A NEUTRAL PARTY, AN ARBITRATOR, INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.

Agreement to Arbitrate Disputes

Either you or we may elect, without the other's consent, to require that any dispute between us, or concerning your Citibank deposit, Ready Credit®, Checking Plus® or Checking Plus® (variable rate) accounts, except those disputes specifically excluded below, be resolved by binding arbitration.

Disputes Covered by Arbitration

Any claim or dispute relating to or arising out of your deposit, Ready Credit®, Checking Plus® or Checking Plus® (variable rate) account, this Agreement, or our relationship will be subject to arbitration. All disputes are subject to arbitration, no matter what legal theory they are based on or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to such account, including, without limitation, safe deposit box services, wire transfer services, and use of a Citibank® Banking Card or Citibank® Banking Card displaying the MasterCard logo. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account owner, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to Citibank, but also its parent, affiliates, successors, assignees, employees, and agents and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims made as counterclaims, cross-claims, third party claims, interpleaders or otherwise. A party who initiates a proceeding in court may elect arbitration with respect to any dispute advanced in that proceeding by any other party. Disputes include claims made as part of a class action or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability or interpretation of any of these arbitration provisions. All disputes must be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

Disputes Excluded from Arbitration

Disputes filed by you or by us individually in a small claims court are not subject to arbitration, so long as the disputes remain in such court and advance only an individual claim for relief.

Commencing an Arbitration

The party filing an arbitration must choose one of the following neutral arbitration forums and follow its rules and procedures for initiating and pursuing an arbitration: American Arbitration Association or JAMS. If you initiate the arbitration, you must notify us in writing at Citibank, Litigation/Arbitration Unit, One Court Square, 43rd Floor/Zone 10, Long Island City, NY 11101. If we initiate the arbitration, we will notify you in writing at your last known address on file. You may obtain a copy of the arbitration rules for these forums, as well as additional information about initiating an arbitration by contacting these arbitration forums:

American Arbitration Association
1-800-778-7879 (toll-free)
Website: www.adr.org

JAMS
1-800-352-5267 (toll-free)
Website: www.jamsadr.com

The arbitration shall be conducted in the same city as the U.S. District Court closest to your home address, unless the parties agree to a different location in writing.

Administration of Arbitration

The arbitration shall be decided by a single, neutral arbitrator. The arbitrator will be either a lawyer with at least ten years experience or a retired or former judge, selected in accordance with the rules of the arbitration forum. The arbitrator shall follow procedures and rules of the arbitration forum in effect on the date the arbitration is filed unless those rules and procedures are inconsistent with this arbitration provision, in which case this arbitration provision will prevail. Those procedures and rules may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the Federal Arbitration Act and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing; however, the arbitrator need not provide a statement of his reasons unless one is requested by you or us.

Costs

The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. If there is a hearing, we will pay the fees and costs for the first day of that hearing. All other fees and costs will be paid by the party who loses the arbitration. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us and we determine there is good reason for doing so. Each party shall bear the expense of their respective attorneys, experts, and witnesses and other expenses, regardless of who prevails, but a party may recover any or all expenses from another party if the arbitrator, applying applicable law, so determines.

No Class Action or Joinder of Parties

You and we agree that no class action, private attorney general or other representative claims may be pursued in arbitration, nor may such action be pursued in court if either you or we elect arbitration. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account owners or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction); this is so whether or not the claim may have been assigned.

Right to Resort to Provisional Remedies Preserved

Nothing herein shall be deemed to limit or constrain our right to resort to self-help remedies, such as the right of setoff or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; provided, however, that you or we may elect to arbitrate any dispute related to such provisional remedies.

Arbitration Award

The arbitrator's award shall be final and binding unless a party appeals it in writing to the arbitration forum within fifteen (15) days of notice of the award. The appeal must request a new arbitration before a panel of three neutral arbitrators selected in accordance with the rules of the same arbitration forum. The panel will consider all factual and legal issues anew, follow the same rules that apply to a proceeding using a single arbitrator, and make decisions based on the vote of the majority. Costs will be allocated in the same way they are allocated before a single arbitrator. An award by a panel is final and binding on the parties after fifteen (15) days have passed. A final and binding award is subject to judicial intervention or review only to the extent allowed under the Federal Arbitration Act. A party may seek to have a final and binding award entered as a judgment in any court having jurisdiction.

Governing Law

You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under, the Federal Arbitration Act. To the extent state law is applicable, the laws of the state governing your account relationship apply.

Severability, Survival

These arbitration provisions shall survive:

- (i) termination or changes to your deposit, Checking Plus® or Checking Plus® (variable rate) or Ready Credit® accounts, or any related services we provide;
- (ii) the bankruptcy of any party; and
- (iii) the transfer or assignment of your deposit, Checking Plus® or Checking Plus® (variable rate) or Ready Credit® accounts, or any related services we provide.

If any portion of this arbitration provision is deemed invalid or unenforceable, the entire arbitration provision shall not remain in force. No provision of this arbitration provision may be amended, severed or waived absent a written agreement between you and us.



This is a copy of the signature card signed by customers at account opening.
DATE: _____
Account Title: _____
Address: _____
Account Number(s): _____
NAME/SIGNER _____

ISSUE/LINK TO CARD

TAX ID NUMBER

☐ Check if Exempt Payee

By signing below, I (it) certify: (1) I am not subject to backup withholding and (2) I am not subject to backup withholding as a result of a failure to report all interest or dividends, or (3) I am exempt from backup withholding, or (4) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding, or (5) I am a U.S. citizen, U.S. Resident Alien or other U.S. person (as defined in the instructions).
The Internal Revenue Service does not require your consent to any provision of this Document other than the certifications required to avoid backup withholding.

Signer 2 Signature

Signer 4 Signature

Signer 1 Signature

Signer 3 Signature



Our Privacy Notice for New Customers

Our goal is to maintain your trust and confidence when handling personal information about you.

YOU HAVE CHOICES

As a Citibank® customer you have the opportunity to make choices about how personal information about you may be shared and used. As you consider this, we encourage you to make choices that enable us to provide you with quality products and services that help you meet your financial needs and objectives.

SECURITY OF PERSONAL INFORMATION

The security of personal information about you is our priority. We protect this information by maintaining physical, electronic, and procedural safeguards that meet applicable law. We train our employees in the proper handling of personal information. When we use other companies to provide services for us, we require them to protect the confidentiality of personal information they receive.

ABOUT THIS NOTICE

This notice tells you how we collect, handle, and disclose personal information about you and how you can limit this disclosure. It also tells you how you may limit our affiliates from using certain information to market their products or services to you. Please see the Privacy Choices Form on panel v of this notice for how to make your choices. If you are a joint account holder, we will accept instructions from either of you and apply them to the entire account.

This notice applies to both current and former customers. We may change this notice from time to time. If we do, we will notify you as required by applicable law.

* All references to Citibank refer to the Citibank, N.A. retail banking business in the United States.

Personal Information We Collect and May Disclose

The personal information we collect about you comes from the following sources:

- Information we receive from you, such as your name, address, and telephone number,
- Information about your transactions, such as your account balances, payment history, and account activity, and
- Information we receive from consumer reporting agencies and other sources, such as your credit bureau report and your credit score.

We may disclose any of the above information that we collect to affiliates and nonaffiliated third parties as described below.

The term "personal information," as used in this notice, means information that identifies you personally. We may use information which does not personally identify you to help manage our businesses and to provide us, our affiliates, and other companies insight into consumer spending behavior. We may do this even if you ask us to limit disclosure of personal information about you, as described in the Privacy Choices Form.

Affiliates to Whom We May Disclose Personal Information

Our affiliates are the family of companies controlled by Citigroup. Affiliates to whom we may disclose personal information about you are in several different businesses, including banking, credit cards, consumer finance, insurance, and securities. Our affiliates include those doing business under the Cit name, such as CitiFinancial and CitiMortgage, as well as others.

Nonaffiliated Third Parties to Whom We May Disclose Personal Information

Nonaffiliated third parties are those not part of the family of companies controlled by Citigroup. We may disclose personal information about you to the following types of nonaffiliated third parties:

- Financial services providers, such as companies engaged in banking, credit cards, consumer finance, securities, and insurance, and
- Non-financial companies, such as companies engaged in direct marketing and the selling of consumer products and services.

If you fill in Box 1 on the Privacy Choices Form, we will not disclose personal information about you to nonaffiliated third parties except as follows. First, we may disclose personal information about you as described above in "Personal Information We Collect and May Disclose" to third parties that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. Second, we may disclose personal information about you to third parties as permitted by law, such as disclosures necessary to process and service your account, to protect against fraud, and to protect the security or confidentiality of our records.

YOUR PRIVACY CHOICES

This section describes your privacy choices. Please remember that we will continue to protect personal information about you regardless of your privacy choices.

If you are a customer of another Citigroup affiliate or Citibank business and you receive its privacy notice, you should also review that privacy notice since you may need to separately notify that entity of your privacy choices.

Limit Disclosure to Nonaffiliated Third Parties (Box 1)

As described in this notice, we will limit the personal information about you that we disclose to nonaffiliated third parties if you fill in Box 1 on the Privacy Choices Form.

Limit Sharing with Citigroup Affiliates (Box 2)

Our ability to share information with our affiliates helps us to more easily provide you with quality products and services to meet your financial needs and goals.

The law allows us to share with our affiliates information about our transactions or experiences with you, such as your account history, and also your name, address, and telephone number. Unless otherwise permitted by law, we will not share with our affiliates other information that you provide to us or that we obtain from third parties (for instance, credit bureaus) if you fill in Box 2 on the Privacy Choices Form.

Limit Marketing by Citigroup Affiliates (Box 3)

Federal law gives you the right to limit some, but not all marketing from our affiliates. You may limit our affiliates from marketing their products and services to you based upon personal information about you that we collect and share with them. This information may include your account history with us and your credit score. If you fill in Box 3 on the Privacy Choices Form, we will tell our affiliates to limit their marketing to you based upon this information, unless otherwise permitted by law, such as if you currently do business with one of our affiliates.

Information for Vermont and California Customers

In response to Vermont regulation, we will automatically treat accounts with Vermont home addresses as if you filled in Box 1, Box 2 and Box 3 on the Privacy Choices Form. And if we disclose personal information about you to nonaffiliated third parties with whom we have joint marketing agreements, we will only disclose your name, address, other contact information, and information about our transactions or experiences with you.

In response to California law, we will automatically treat accounts with California home addresses as if you filled in Box 1 on the Privacy Choices Form and will not disclose personal information about you to nonaffiliated third parties except as permitted by the applicable California law. We will also limit the sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us. To further restrict sharing with and marketing by affiliates as described in this notice, you can fill in Box 2 and Box 3 on the Privacy Choices Form.

PRIVACY CHOICES FORM

Your Choices to Limit Information Sharing and Marketing

To limit disclosures of personal information about you, or to limit marketing offers by our affiliates, as described in this notice, you can call us toll free at the number shown below. Or you can fill in the appropriate box or boxes to indicate your privacy choices and send the form to the address listed below.

1. ☐ Limit the personal information about me that you disclose to nonaffiliated third parties.
2. ☐ Limit the personal information about me that you share with Citigroup affiliates.
3. ☐ Limit Citigroup affiliates from marketing to me using personal information about me that you share with them.

The privacy choices you make will apply until you tell us to make a change. If you already made any of these privacy choices with us, you need not make that choice again.

Please allow approximately 30 days from our receipt of your privacy choices for them to become effective.

My Citibank® Banking Card or
Citibank account number is: _____

(PLEASE PRINT)

Name _____

☐ Please fill in this box if you are providing a new address

Address _____

City _____ State _____ ZIP _____

If you filled in any of the boxes above,
please mail this form in a stamped envelope to:

Citibank Processing Center
Mail Stop CBL
P.O. Box 769022
San Antonio, TX 78248-9022

Or call us toll-free at 1-888-214-0017
to inform us of your privacy choices

You can use your Citibank® Banking Card
 wherever you see these symbols.



Citibank® Banking Card with the MasterCard logo
 will be accepted at participating merchants.



To find the most convenient location, you can call:
 1-800-CITI-ATM, 24 hours a day, 7 days a week. Also visit us
 at www.citibank.com/locations.

Note: Not all accounts are accessible at every ATM network machine. Assistance is also
 available 24 hours a day, 7 days a week at phones located in Citibank ATMs.

CitiPhone Banking®	
Toll-Free	1-888-CITIBANK
To call collect from outside the U.S.	1-210-677-0065
For the speech and hearing impaired call our Text Telephone TDD	1-800-945-0258
<ul style="list-style-type: none"> • To report errors or to ask questions about electronic transfers; • To obtain current interest rates and Annual Percentage Yields; • For balance inquiries or other kinds of account information; • To transfer funds between your accounts; • To report a stolen, missing or damaged Citibank® Banking Card; • To order checks; • To request a stop payment on a check 	

Other Customer Service Telephone Numbers*

Citibank® Online	1-800-374-9700 www.CitibankOnline.com
Contact your Financial Advisor or Citi Personal Wealth Management Text Telephone (TDD)	1-800-846-5200 1-800-568-3405
Retirement Plan Services Text Telephone (TDD)	1-800-695-5911 1-800-788-6775
CitiGold Customer Service for Accounts with linked Citi Personal Wealth Management Investment Accounts or for relationships which do not contain a linked Citi Personal Wealth Management Investment account	1-888-CITIGOLD (1-888-248-4465)
Citibank MasterCard or Visa	1-800-950-5114

Citibank MasterCard and Visa credit cards are issued by Citibank (South Dakota), N.A.
 * To ensure quality service, calls are randomly monitored and may be recorded.

citibank

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 MasterCard International Incorporated.
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 Citicard is a registered trademark of Citicard System, LLC, formerly known as Citicard System, Inc.
 7-Eleven® is a registered trademark of 7-Eleven, Inc.
 Murphy USA® is a registered trademark of Murphy Citibank, Inc.
 MoneyPass® is a registered trademark of US Bank NA.
 Publix® is a registered trademark of Publix Asset Management Company.



Marketplace Addendum

New York

Effective July 1, 2010

This Marketplace Addendum supplements and incorporates all of the terms and conditions contained in the Citibank Client Manual – Consumer Accounts, including, but not limited to, the definitions. It also contains additional information about deposit products and services available in your marketplace, including:

Checking and Savings Accounts

Interest Accruals and Computation

Balance Requirements

Early Withdrawal Penalties

Overdraft Protection

Funds Availability

Fees and Charges

...and other important information



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General Information

Choose an Account Package Right for You

At Citibank, we're committed to giving our customers superior service and value by providing you with solutions designed to meet your individual needs. You can achieve your financial goals and simplify the way you manage your money with our various offerings of account packages. The banking and financial services you need today – and tomorrow – are available to you at any time.

Now, you can keep track of your finances in one place and receive the personalized service and recognition you deserve. This is possible because Citibank account packages can provide you with more rewards when you bank with Citibank and certain of its affiliates. By bringing together your deposits, loans, credit cards, and investments through Citigroup Global Markets Inc. ("CGMI")*, you can reduce or even eliminate service fees on some account packages. In some cases you may be able to earn better rates on your deposits and gain easier access to your accounts – you may even be able to see certain of your accounts summarized on one statement.

* Investment products and services are provided through Citigroup Global Markets Inc., member SIPC. Citigroup Global Markets Inc. and Citibank are affiliated companies under the common control of Citigroup Inc.

SECURITIES:

- NOT FDIC INSURED
- NO BANK GUARANTEE
- MAY LOSE VALUE

There are several ways to bring your accounts together and each package is tailored with specialized pricing to make the most of your resources. Based on your account balances and monthly transaction activity, one of these packages can provide the right solutions for your particular needs:

Basic Banking

Citibank® EZ Checking

Citibank® Student Account

The Citibank® Account

The Citigold® Account

Terms and conditions of accounts, programs, products and services are subject to change.

Information About Account Packages

Basic Banking Package

Package Features

The Basic Banking Package is designed for people who want a simple, low fee bank account. The Basic Banking Package can only contain one Basic Checking or Basic Savings account. Upon application and approval, a Checking Plus® (variable rate) credit line for overdraft protection can be linked to the checking account. No other products are allowed in the package.

Minimum Opening Deposit

There is no minimum deposit required to open a Basic Checking account in a Basic Banking Package. There is a \$100 minimum deposit required to open a Basic Savings account in a Basic Banking Package.

When Deposits Are Credited to an Account

Deposits received before the end of a Business Day (Refer to the Client Manual – Consumer Accounts for definition of "Business Day") will be credited to your account that day. However, there may be a delay before these funds are available for your use.

See the "Funds Availability at Citibank" section of this Marketplace Addendum for more information.

Household Linking

Balances from accounts in a Basic Banking Package can contribute to the combined product level balances of a household that has another Citibank account package to avoid monthly maintenance fees, except for the Access Account or other Basic Banking Packages. If a Basic Banking Package is linked to a Citibank® Account Package that meets the requirements for eliminating monthly maintenance and non-Citibank ATM fees – or if there is a Citigold® Account Package that is part of the linked household regardless of the balance – there will be no monthly maintenance fee, non-Citibank ATM fee or per check fee (if applicable) for the Basic Banking Package. For additional information about household linking, please see the section of this Marketplace Addendum titled "Household Linking of Account Packages".

BASIC CHECKING

Basic Checking is a regular (non-interest bearing) checking account. The following fees and charges apply to this account package when the fees are not otherwise waived:

	Monthly Maintenance Fee	Non-Citibank ATM Fee*	Checking Account Per Check Fee
0-8 debit transactions	\$3.00	\$1.50 per withdrawal	None
9 or more debit transactions	\$9.50	\$1.50 per withdrawal	\$0.50**
Debit Transactions include:	Checks paid, Citibank ATM cash withdrawals, Automatic payments to a third party, Bill payments (automatic and staff assisted***), teller withdrawals		

* Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts fee-free at ATMs at participating 7-ELEVEN® stores, Murphy Oil USA®, MoneyPass® and Publix® supermarket locations. These ATMs are not owned or operated by Citibank. Not all functions are available at all ATMs. 7-ELEVEN® is a registered trademark of 7-Eleven, Inc.

** Fees charged to you by other institutions for transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Citibank ATM, please contact us for a full refund.

** Checking account will be assessed \$0.50 per check fee when the total number of debit transactions is 9 or more. Debit transactions can consist of any combination of transactions, as defined in the chart.

*** Staff assisted bill payments are subject to a fee for each statement cycle that you utilize this service. Please refer to "Service Fees and Charges for All Accounts" in this Addendum for applicable fees.

Special Circumstances

If a Basic Checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

Cancelled Checks

Neither original cancelled checks nor images of checks are included with your statement. You can view and print copies of checks presented within the past 12 months on www.CitibankOnline.com. If you need a copy of a cancelled check you may request a photocopy by calling CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch. Please refer to "Service Fees and Charges for All Accounts" in this Addendum for applicable fees.

BASIC SAVINGS

Basic Savings is a Day-to-Day Savings account. The following fees and charges apply to this account package when they are not otherwise waived:

Average Monthly Savings Balance*	Monthly Maintenance Fee	Non-Citibank ATM Fee**
\$0 - \$499.99	\$4.50	\$1.50 per withdrawal
\$500+	None	\$1.50 per withdrawal

* The calendar month prior to the end of the monthly statement period will be used to determine fees and will appear as a charge on the statement you receive for the next monthly period.

† Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts fee-free at ATMs at participating 7-ELEVEN® stores, Murphy Oil USA, MoneyPass and Publix supermarket locations. These ATMs are not owned or operated by Citibank. Not all functions are available at all ATMs. 7-ELEVEN® is a registered trademark of 7-Eleven, Inc.

** Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Citibank ATM, please contact us for a full refund.

Fees

Monthly maintenance and non-Citibank ATM fees, when owed, will be deducted from your checking account and will appear on your next monthly statement. If you do not have a checking account, these fees will be deducted from your Basic Savings account. The monthly maintenance, Non-Citibank ATM, staff assisted bill payment and per check fees (if applicable) will be waived for a Basic Banking Package if our records show that the first-listed account owner is age 62 or more.

Citibank® EZ Checking Package

Package Features

The Citibank® EZ Checking Package is ideal for customers looking for a deposit account package. Balances from all eligible linked deposit accounts will count toward meeting average monthly balance requirements. The Citibank® EZ Checking Package consists of at least one of these component accounts: Regular Checking, Day-to-Day Savings, money market, or certificate of deposit. Only one checking account can be included in any Citibank® EZ Checking Package. Upon application and approval, a Checking Plus® (variable rate) credit line for overdraft protection can be linked to the checking account. For additional information about the various accounts in this package, please see the sections of this Marketplace Addendum titled "Information About Specific Accounts".

Minimum Opening Deposit

There is a \$100 minimum deposit required to open a Regular Checking account in a Citibank® EZ Checking Package. Please refer to the Rate Sheet for information about the minimum opening deposit requirements that may apply to all other accounts that may be included in this account package.

When Deposits Are Credited to an Account

Deposits received before the end of a Business Day (Refer to the Client Manual – Consumer Accounts for definition of "Business Day") will be credited to your account that day. However, there may be a delay before these funds are available for your use. See the "Funds Availability at Citibank" section of this Marketplace Addendum for more information.

COMBINED AVERAGE BALANCES FOR FEES AND CHARGES

Linked Accounts

The combined average monthly balances in the linked accounts within your Citibank® EZ Checking Package for the calendar month prior to the last Business Day of your monthly statement period will be used to determine whether or not you will be charged monthly maintenance fees for the statement period. Fees will appear as a charge on your next statement. With a minimum combined average balance in your Citibank® EZ Checking Package, your monthly maintenance fees will be waived. Upon application and approval, a Checking Plus® (variable rate) credit line for overdraft protection can be linked to the checking account in your Citibank® EZ Checking Package.

Balances in the linked accounts listed below will be included to determine your combined average balance.

Deposits
Regular Checking
Day-to-Day Savings
Money Market Accounts
Certificates of Deposit
Market Rate Account
Market Rate Plus Account

Combined Average Monthly Balance Range*	Monthly Maintenance Fee	Non-Citibank ATM Fee ^{1**}	Per Check Fee
\$0 - \$1,499.99	\$7.50	\$1.50 per withdrawal	None
\$1,500+	None	\$1.50 per withdrawal	None

* Average monthly balance or combined average monthly balances for the calendar month prior to the last Business Day of your monthly statement period will be used to determine fees which will appear as a charge on the statement you receive for the next monthly period.

¹ Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts *fee-free* at ATMs at participating 7-Eleven® stores, Murphy Oil USA, MoneyPass and Publix supermarket locations. These ATMs are not owned or operated by Citibank. Not all functions are available at all ATMs. 7-Eleven® is a registered trademark of 7-Eleven, Inc.

** Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Citibank ATM, please contact us for a full refund.

Household Linking

If you have linked your Citibank® EZ Checking Package within a household, we will add the average monthly balances for the prior calendar month of the eligible linked accounts in the packages within the household (which includes those accounts in your Citibank® EZ Checking Package) to determine the combined average monthly balance range ("combined household balance") for purposes of determining your Citibank® EZ Checking Package monthly maintenance fee. For the calendar months where the combined household balance equals or exceeds the Citibank® EZ Checking Package requirement for eliminating monthly maintenance fees, you will not be charged a monthly maintenance fee for your Citibank® EZ Checking Package in your next monthly statement. For additional information about household linking, please see the section of this Marketplace Addendum titled "Household Linking of Account Packages".

Fees

Monthly maintenance fees and non-Citibank ATM fees, when owed, will be deducted from your Regular Checking account and will appear on your next monthly statement. If you do not have a Regular Checking account, these fees will be deducted from accounts in the order displayed below, depending on the combination of linked components you have in your Citibank® EZ Checking Package:

- Money market account (generally, in the order of first money market account opened); or
- Day-to-Day Savings account (generally, if no money market account, in the order of first opened Day-to-Day Savings account).

Special Circumstances

If a Regular Checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

Cancelled Checks

Neither original cancelled checks nor images of checks are included with your statement. You can view and print copies of checks presented within the past 12 months on www.CitibankOnline.com. If you need a copy of a cancelled check you may request a photocopy by calling CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch. Please refer to "Service Fees and Charges for All Accounts" in this Addendum for applicable fees.

Rate Calculations for Money Market Accounts

The interest that you earn on your money market account that is linked within a Citibank® EZ Checking Package will be paid at the lowest tiered rate established for the money market account, regardless of the balance in your money market account, except for the Citibank® Money Market Plus Account.

Citibank® Student Account Package

Package Features

The Citibank® Student Account Package is designed for students enrolled in an accredited undergraduate or graduate degree granting institution. The Citibank® Student Account Package consists of at least one of these component accounts: Regular Checking, Day-to-Day Savings, money market, or certificate of deposit. There is no monthly maintenance fee, non-Citibank ATM fee or per check fee as long as the student is enrolled in an eligible accredited institution. Upon application and approval, a Checking Plus® (variable rate) credit line for overdraft protection can be linked to the checking account. For additional information about the various accounts in this package, please see the sections of this Marketplace Addendum titled "Information About Specific Accounts".

After the earlier of the expected date of the student's graduation which you will provide to us at account opening or the date when the student is no longer enrolled in an eligible undergraduate or graduate degree granting institution, this package will be converted to a different Citibank banking package and your accounts will be subject to the terms and conditions then in effect for that package. We will contact you prior to account conversion and send you complete information about the banking package to which your account will be converted.

Minimum Opening Deposit

There is a \$100 minimum deposit required to open a Regular Checking account in the Citibank® Student Account Package. Please refer to the Rate Sheet for information about the minimum opening deposit requirements that may apply to all other accounts that may be included in this account package.

When Deposits Are Credited to an Account

Deposits received before the end of a Business Day (Refer to the Client Manual – Consumer Accounts for definition of "Business Day") will be credited to your account that day. However, there may be a delay before these funds are available for your use.

See the "Funds Availability at Citibank" section of this Marketplace Addendum for more information.

Household Linking

Balances from accounts in a Citibank® Student Account Package can contribute to the combined balances of a household that has another Citibank account package to avoid monthly maintenance fees, except for a Basic Banking Package or an Access Account Package. For additional information about household linking, please see the section of this Marketplace Addendum titled "Household Linking of Account Packages".

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Citibank® Student Account Package Fees

Monthly Maintenance Fee	Non-Citibank ATM Fee**	Per Check Fee
None	None	None

* Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts ~~fee-free~~ at ATMs at participating 7-ELEVEN® stores, Murphy Oil USA, MoneyPass and Publix supermarket locations. These ATMs are not owned or operated by Citibank. Not all functions are available at all ATMs. 7-ELEVEN® is a registered trademark of 7-Eleven, Inc.

** Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Citibank ATM, please contact us for a full refund.

Special Circumstances

If a Regular Checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

Cancelled Checks

Neither original cancelled checks nor images of checks are included with your statement. You can view and print copies of checks presented within the past 12 months on www.CitibankOnline.com. If you need a copy of a cancelled check you may request a photocopy by calling CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch. Please refer to "Service Fees and Charges for All Accounts" in this Addendum for applicable fees.

The Citibank® Account Package

Package Features

The Citibank® Account Package is a full service banking package which links all your eligible accounts together for ultimate control and simplicity. The Citibank® Account Package consists of at least one of these component accounts: Regular Checking or Interest Checking, Day-to-Day Savings, money market, or certificate of deposit. Only one checking account can be included in any Citibank® Account Package. The Citibank® Account Package includes unlimited check writing and ATM transactions with no non-Citibank ATM fee when you meet minimum balance requirements. For additional information about the various accounts in this package, please see the sections of this Marketplace Addendum titled "Information About Specific Accounts".

Minimum Opening Deposit

There is a \$100 minimum deposit required to open a Regular Checking or Interest Checking account in a Citibank® Account Package. Please refer to the Rate Sheet for information about the minimum opening deposit requirements that may apply to all other accounts that may be included in this account package.

When Deposits Are Credited to an Account

Deposits received before the end of a Business Day (Refer to the Client Manual – Consumer Accounts for definition of "Business Day") will be credited to your account that day. However, there may be a delay before these funds are available for your use.

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See the "Funds Availability at Citibank" section of this Marketplace Addendum for more information.

COMBINED AVERAGE BALANCES FOR FEES AND CHARGES

Linked Accounts

The combined average monthly balances in the linked accounts within your Citibank® Account Package for the calendar month prior to the last Business Day of your monthly statement period will be used to determine whether or not you will be charged monthly maintenance fees, non-Citibank ATM fees, or per check fees for the statement period. Any fees will appear as a charge on your next monthly statement. With a minimum combined average balance in your Citibank Account Package, your monthly maintenance fees, non-Citibank ATM fees, and per check fees will be waived. It's easy to maintain the minimum combined average monthly balance needed for fee waivers, because all your eligible Citibank linked accounts, including deposits, loans, and credit card balances, as well as investments through Citigroup Global Markets Inc.* can contribute towards meeting your minimum combined average monthly balance. Upon application and approval, a Checking Plus® (variable rate) credit line for overdraft protection can also be linked to the Citibank® Account Package.

* Investment products and services are provided through Citigroup Global Markets Inc., member SIPC. Citigroup Global Markets Inc. and Citibank are affiliated companies under the common control of Citigroup Inc.

SECURITIES:

- NOT FDIC INSURED
- NO BANK GUARANTEE
- MAY LOSE VALUE

Balances in the linked accounts listed below will be included to determine your combined balance range.

Deposits	Retirement Accounts	Loans and Lines of Credit	Investments	Credit Cards*
Checking (Non-Interest Regular Checking or Interest Checking)	IRAs and Roth IRAs, CGMI IRAs, and Roth IRAs, and Keoghs (except Keogh plans with participants other than the account owner and spouse, or partners and their spouses)	Personal Loan Home Equity Line of Credit Home Equity Loan Checking Plus® Checking Plus® (variable rate) Ready Credit® Preferred Line Preferred Loan Mortgage	Investments held in your Linked CGMI Accounts, margin loans provided by CGMI and annuity** positions shown on Linked CGMI Account statements	Citi® branded credit cards
Day-to-Day Savings				
Money Market Accounts				
Certificates of Deposit				
Market Rate Account				
Market Rate Plus Account				

* Citibank MasterCard and Visa credit cards are issued by Citibank (South Dakota), N.A.

** Except tax-qualified annuities which includes annuities that qualify under Sections 401, 403, 408 and 457 of the Internal Revenue Code.

Linked Loans and Lines of Credit Balances

When considering loan and line of credit balances for combined balance calculations, the outstanding principal balance will be recognized – not the amount of the original loan or the total approved credit line. With your Citibank MasterCard and Visa credit cards, your combined balance will include any current purchases and cash advances as well as any unpaid previous balances. Your combined balances do not include: balances in delinquent accounts; balances that exceed your approved credit limit for any line of credit or credit card; or outstanding balances in any line of credit or credit card account that is no longer open.

The following combined average monthly balance ranges have been established for the Citibank® Account Package.

Combined Average Monthly Balance Range*	Monthly Maintenance Fee	Non-Citibank ATM Fee**	Checking Account Per Check Fee
\$0 - \$5,999.99	\$9.50 for Regular (Non-Interest) Checking or money market accounts or savings; \$12.00 for Interest Checking	\$1.50 per withdrawal	\$0.50
\$6,000+	None	None	None

* Combined average monthly balances for the calendar month prior to the last Business Day of your monthly statement period will be used to determine fees which will appear as a charge on the statement you receive for the next monthly period.

† Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts fee-free at ATMs at participating 7-ELEVEN® stores, Murphy Oil USA, MoneyPass and Publix supermarket locations. These ATMs are not owned or operated by Citibank. Not all functions are available at all ATMs. 7-ELEVEN® is a registered trademark of 7-Eleven, Inc.

** Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Citibank ATM, please contact us for a full refund.

Household Linking

If you have linked your Citibank® Account Package within a household, we will add the average monthly balances for the prior calendar month of the eligible linked accounts in the packages within the household (which includes those accounts in your Citibank® Account Package) to determine the combined average monthly balance range ("combined household balance") for purposes of determining your Citibank® Account Package monthly maintenance fee. For the calendar months where the combined household balance equals or exceeds the Citibank® Account Package requirement for eliminating monthly maintenance fees, you will not be charged a monthly maintenance fee for your Citibank® Account Package in your next monthly statement. For additional information about household linking, please see the section of this Marketplace Addendum titled "Household Linking of Account Packages".

Fees

Monthly maintenance fees, non-Citibank ATM fees, and per check fees when owed, will be deducted from your checking account and will appear on your next monthly statement. If you do not have a checking account, these fees will be deducted from accounts in the order displayed below, depending on the combination of linked components you have in your Citibank® Account Package:

- Money market account (generally, in the order of first money market account opened); or
- Day-to-Day Savings account (generally, if no money market account, in the order of first opened Day-to-Day Savings account).

Special Circumstances

If a checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

Cancelled Checks

Neither original cancelled checks nor images of checks are included with your statement. Check images can be included upon request. You must speak to a Customer Service Representative in order to sign up for this service. You can view and print copies of checks presented within the past 12 months on www.CitibankOnline.com. If you need a copy of a cancelled check you may request a photocopy by calling CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch. Please refer to "Service Fees and Charges for All Accounts" in this Addendum for applicable fees.

The Citigold® Account Package

Package Features

Citigold is our premium account package. The Citigold® Account Package allows you to combine your banking, credit, insurance, and investment information in one place. The Citigold® Account Package gives you access to:

- A dedicated team of professionals to help you plan and reach your financial goals;
- Financial planning tools, educational seminars and other resources to help broaden your financial knowledge;
- A wide range of investment products and services from Citigroup Global Markets Inc.*;
- Risk management and estate planning through long term care and life insurance*;
- Exclusive benefits, features and services including preferred pricing and fees on various bank and credit products that we offer.

* Investment products and services are provided through Citigroup Global Markets Inc., member SIPC. Insurance products are offered through Citigroup Life Agency LLC ("CLA"). In California, CLA does business as Citigroup Life Insurance Agency, LLC (license number 0G56746). Citigroup Global Markets Inc., CLA and Citibank are affiliated companies. Each company is responsible for its own obligations.

SECURITIES AND INSURANCE PRODUCTS:

- NOT A BANK DEPOSIT
- NOT FDIC INSURED
- NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY
- NO BANK GUARANTEE
- MAY LOSE VALUE

The Citigold® Account Package must contain a Regular Checking or Citigold Interest Checking account. Only one checking account can be included in any Citigold® Account Package. It may also include Day-to-Day Savings, money market, or certificates of deposit. Upon application and approval, a Checking Plus® (variable rate) credit line for overdraft protection can be linked to the checking account. For additional information about the various accounts in this package, please see the sections of this Marketplace Addendum titled "Information About Specific Accounts".

Minimum Opening Deposit

There is a \$500 minimum deposit required to open a checking account in a Citigold® Account Package. Please refer to the Rate Sheet for information about the minimum opening deposit requirements that may apply to all other accounts that may be included in this account package.

When Deposits Are Credited to an Account

Deposits received before the end of a Business Day (Refer to the Client Manual – Consumer Accounts for definition of "Business Day") will be credited to your account that day. However, there may be a delay before these funds are available for your use. See the "Funds Availability at Citibank" section of this Marketplace Addendum for more information.

COMBINED AVERAGE BALANCES FOR FEES AND CHARGES

Linked Accounts

The combined average balances in the linked accounts within your Citigold® Account Package for the calendar month prior to the last Business Day of your monthly statement period will be used to determine your combined average balance. Your combined balance range during this period will be used to determine whether or not you will be charged a monthly maintenance fee for the statement period.

Balances in the linked accounts listed below will be included to determine your combined balance range.

Deposits	Retirement Accounts	Loans and Lines of Credit	Investments	Credit Cards*
Checking (Non-Interest)	IRAs and Roth IRAs, CGMI IRAs and Roth IRAs, and Keoghs (except Keogh plans with participants other than the account owner and spouse, or partners and their spouses)	Personal Loan	Investments held in your Linked CGMI Accounts, margin loans provided by CGMI and annuity** positions shown on Linked CGMI Account statements	Citi® branded credit cards
Regular Checking or Citigold Interest Checking)		Home Equity Line of Credit		
Day-to-Day Savings		Home Equity Loan		
Money Market Accounts		Checking Plus®		
Certificates of Deposit		Checking Plus® (variable rate)		
Market Rate Account		Ready Credit®		
Market Rate Plus Account		Preferred Line		
		Preferred Loan		
		Mortgage		

* Citibank MasterCard and Visa credit cards are issued by Citibank (South Dakota), N.A.

** Except tax-qualified annuities which includes annuities that qualify under Sections 401, 403, 408 and 457 of the Internal Revenue Code.

Linked Loans and Lines of Credit Balances

When considering loan and line of credit balances for combined balance calculations, the outstanding principal balance will be recognized – not the amount of the original loan or the total approved credit line. With your Citibank MasterCard and Visa credit cards, your combined balance will include any current purchases and cash advances as well as any unpaid previous balances. Your combined balances do not include: balances in delinquent accounts; balances that exceed your approved credit limit for any line of credit or credit card; or outstanding balances in any line of credit or credit card account that is no longer open.

The following combined average monthly balance ranges have been established for the Citigold® Account Package. Your combined monthly balance range will be determined by computing an average of your monthly balances for your linked accounts during the prior calendar month.

Monthly maintenance fees are applied only to accounts with a combined average monthly balance range under the specified limits starting two (2) months after account opening. Maintenance fees assessed will appear as a charge on your next statement.

Combined Average Monthly Balance Range*	Monthly Maintenance Fee	Non-Citibank ATM Fee**	Per Check Fee
\$0 - \$99,999.99	\$25.00	None	None
\$100,000 or more (excluding 1st mortgage)	None	None	None
\$250,000 or more (including 1st mortgage)	None	None	None

* Combined average monthly balances for the calendar month prior to the last Business Day of your monthly statement period will be used to determine fees which will appear as a charge on the statement you receive for the next monthly period.

† Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts fee-free at ATMs at participating 7-ELEVEN® stores, Murphy Oil USA, MoneyPass and Publix supermarket locations. These ATMs are not owned or operated by Citibank. Not all functions are available at all ATMs. 7-ELEVEN® is a registered trademark of 7-Eleven, Inc.

** Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Citibank ATM, please contact us for a full refund.

Household Linking

If you have linked your Citigold® Account Package within a household, we will add the average monthly balances for the prior calendar month of the eligible linked accounts in the packages within the household (which includes those accounts in your Citigold® Account Package) to determine the combined average monthly balance range ("combined household balance") for purposes of determining your Citigold® Account Package monthly maintenance fee. For the calendar months where the combined household balance equals or exceeds the Citigold® Account Package requirement for eliminating monthly maintenance fees, you will not be charged a monthly maintenance fee for your Citigold® Account Package in your next monthly statement. For additional information about household linking, please see the section of this Marketplace Addendum titled "Household Linking of Account Packages".

Fees

Monthly maintenance fees when owed, will be deducted from your checking account and will appear on your next monthly statement. If you close your checking account, these fees will be deducted from accounts in the order displayed below, depending on the combination of linked components you have in your Citigold® Account Package:

- Money market account (generally, in the order of first money market account opened); or
- Day-to-Day Savings account (generally, if no money market account, in the order of first opened Day-to-Day Savings account).

Special Circumstances

If a checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

Cancelled Checks

Neither original cancelled checks nor images of checks are included with your statement. Check images can be included upon request. You must speak to a Customer Service Representative in order to sign up for this service. You can view and print copies of checks presented within the past 12 months on www.CitibankOnline.com. If you need a copy of a cancelled check you may request a photocopy by calling CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch. Please refer to "Service Fees and Charges for All Accounts" in this Addendum for applicable fees.

Reimbursement of Other Bank ATM Fees

Other banks and ATM service providers may charge you a fee when you conduct a Citibank deposit account transaction using their ATMs. In any statement period, the first six (6) times that you use another bank's ATMs to conduct an ATM transaction from your Citibank deposit accounts you will receive reimbursement from Citibank for up to \$5.00 per transaction each statement period, if you meet one of the following criteria:

#1: Your Citigold® Account Package had a combined balance range of \$500,000 or more for the calendar month prior to the ATM transaction;

OR

#2: Your Citigold® Account Package was opened via Citibank® Online and, as of three (3) months after establishing your banking relationship online, your mailing address is outside a county where Citibank operates a Citibank branch;

OR

#3: Your Citigold® Account Package was opened in a Citibank branch in Delaware/Massachusetts/Pennsylvania or via Citibank® Online, CitiPhone Banking® or Citigold® Services and your account address at the time of account opening was in Delaware/Massachusetts/Pennsylvania.

The following packages are available only to customers who opened an Access Account Package or Citibank Everything Counts® Package on or before July 1, 2009:

Access Account Package

Package Features

The Access Account Package contains a Regular Checking account that does not offer a check writing feature and is designed as a standalone account package. With one low monthly fee you can utilize the benefits of a Regular Checking account, such as electronic bill payment, Citibank® Banking Card with the MasterCard® logo, and Citibank® Global Transfer Service. Upon application and approval, a Checking Plus® (variable rate) credit line for overdraft protection can be linked to your checking account package.

Minimum Opening Deposit

There is a \$50 minimum deposit required to open a Regular Checking account in the Access Account Package.

When Deposits Are Credited to an Account

Deposits received before the end of a Business Day (Refer to the Client Manual – Consumer Accounts for definition of “Business Day”) will be credited to your account that day. However, there may be a delay before these funds are available for your use.

See the “Funds Availability at Citibank” section of this Marketplace Addendum for more information.

Household Linking

The Access Account Package is a standalone package. Balances from other packages in the household are not used to offset monthly fees. Balances from accounts in an Access Account Package can contribute to the combined average monthly balances of a household that has another Citibank account package to avoid monthly maintenance fees in that package, except for a Basic Banking or Access Account Package. For additional information about household linking, please see the section of this Marketplace Addendum titled “Household Linking of Account Packages”.

Access Account Fees

Monthly Maintenance Fee	Non-Citibank ATM Fee [*]
\$3.00	\$150 per withdrawal

[†] Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts fee-free at ATMs at participating 7-ELEVEN® stores, Murphy Oil USA, MoneyPass and Publix supermarket locations. These ATMs are not owned or operated by Citibank. Not all functions are available at all ATMs. 7-ELEVEN® is a registered trademark of 7-Eleven, Inc.

^{*} Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Citibank ATM, please contact us for a full refund.

Fees

Monthly maintenance and non-Citibank ATM fees, when owed, will be deducted from your checking account and will appear on your next monthly statement.

Special Circumstances

If a Regular Checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are

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changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

Citibank Everything Counts® Package

Package Features

The Citibank Everything Counts® Package provides premier banking services with access to brokerage products and services through Citigroup Global Markets Inc.* including:

- Online stock trading and mutual fund trading status;
- Online access to your order and positions;
- Gold Citibank ATM card;
- Free checkbook orders; and
- No fee for stop payments, official checks, traveler's checks and money orders.

^{*} Investment products and services are provided through Citigroup Global Markets Inc., member SIPC. Citigroup Global Markets Inc. and Citibank are affiliated companies under the common control of Citigroup Inc.

SECURITIES:

- NOT FDIC INSURED
- NO BANK GUARANTEE
- MAY LOSE VALUE

The Citibank Everything Counts® Package consists of at least one of these component accounts: Regular Checking, Interest Checking, Day-to-Day Savings, money market, or certificates of deposit. Only one checking account can be included in any Citibank Everything Counts® Package. Upon application and approval, a Checking Plus® (variable rate) credit line for overdraft protection can be linked to the checking account. For additional information about the various accounts in this package, please see the sections of this Marketplace Addendum titled “Information About Specific Accounts”.

Minimum Opening Deposit

There is a \$100 minimum deposit required to open a checking account in a Citibank Everything Counts® Package. Please refer to the Rate Sheet for information about the minimum opening deposit requirements that may apply to all other accounts that may be included in this account package.

When Deposits Are Credited to an Account

Deposits received before the end of a Business Day (Refer to the Client Manual – Consumer Accounts for definition of “Business Day”) will be credited to your account that day. However, there may be a delay before these funds are available for your use.

See the “Funds Availability at Citibank” section of this Marketplace Addendum for more information.

COMBINED AVERAGE BALANCES FOR FEES AND CHARGES

Linked Accounts

Combined average balances in the linked accounts within your Citibank Everything Counts® Package for the calendar month prior to the last Business Day of your monthly statement period will determine whether or not your Citibank Everything Counts® Package will be charged monthly maintenance fees, non-Citibank ATM fees, per check fees or staff assisted bill payment fees on your next monthly statement.

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Balances in the linked accounts listed below will be included to determine your combined balance range.

Deposits	Retirement Accounts	Loans and Lines of Credit	Investments	Credit Cards*
Checking (Non-Interest Regular Checking or Interest Checking)	IRAs and Roth IRAs, CGMI IRAs and Roth IRAs, and Keoghs (except Keogh plans with participants other than the account owner and spouse, or partners and their spouses)	Personal Loan Home Equity Line of Credit Home Equity Loan Checking Plus* Checking Plus* (variable rate) Ready Credit*	Investments held in your Linked CGMI Accounts, margin loans provided by CGMI and annuity** positions shown on Linked CGMI Account statements	Citi® branded credit cards
Day-to-Day Savings				
Money Market Accounts				
Certificates of Deposit		Preferred Line Preferred Loan		
Market Rate Account		Mortgage		
Market Rate Plus Account				

* Citibank MasterCard and Visa credit cards are issued by Citibank (South Dakota), N.A.

** Except tax-qualified annuities which includes annuities that qualify under Sections 401, 403, 408 and 457 of the Internal Revenue Code.

Linked Loans and Lines of Credit Balances

When considering loan and line of credit balances for combined balance calculations, the outstanding principal balance will be recognized – not the amount of the original loan or the total approved credit line. With your Citibank MasterCard and Visa credit cards, your combined balance will include any current purchases and cash advances as well as any unpaid previous balances. Your combined balances do not include: balances in delinquent accounts; balances that exceed your approved credit limit for any line of credit or credit card; or outstanding balances in any line of credit or credit card account that is no longer open.

Combined Average Monthly Balance Range*	Monthly Maintenance Fee	Non-Citibank ATM Fee**	Per Check Fee	Staff Assisted Bill Payment Fee
Deposits and Retirement accounts ONLY				
\$0 - \$9,999.99	\$25.00	\$1.50 per withdrawal	\$0.50	\$4.95
\$10,000 or more	None	None	None	None
Deposits and Retirement accounts PLUS loans, investments, margin loans, credit cards and mortgages				
\$0 - \$19,999.99	\$25.00	\$1.50 per withdrawal	\$0.50	\$4.95
\$20,000 or more	None	None	None	None

* Combined average monthly balances from the calendar month prior to the last Business Day of your monthly statement period will be used to determine fees which will appear as a charge on your next monthly statement.

+ Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts fee-free at ATMs at participating 7-ELEVEN® stores, Murphy Oil USA, MoneyPass and Publix supermarket locations. These ATMs are not owned or operated by Citibank. Not all functions are available at all ATMs. 7-ELEVEN® is a registered trademark of 7-Eleven, Inc.

** Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Citibank ATM, please contact us for a full refund.

Household Linking

If you have linked your Citibank Everything Counts® Package within a household, we will add the average monthly balances for the prior calendar month of the eligible linked accounts in the packages within the household (which includes those accounts in your Citibank Everything Counts® Package) to determine the combined average monthly balance range ("combined household balance") for purposes of determining your Citibank Everything Counts® Package monthly maintenance fee. For the calendar months where the combined household balance equals or exceeds the Citibank Everything Counts® Package requirement for eliminating monthly maintenance fees, you will not be charged a monthly maintenance fee, non-Citibank ATM fee, per check fee, or a staff assisted bill payment fee for your Citibank Everything Counts® Package in your next monthly statement. For additional information about household linking, please see the section of this Marketplace Addendum titled "Household Linking of Account Packages".

Fees

Monthly maintenance fees, non-Citibank ATM fees, per check fees, and staff assisted bill payment fees, when owed, will be deducted from your checking account and will appear on your next monthly statement. If you do not have a checking account, these fees will be deducted from accounts in the order displayed below, depending on the combination of linked components you have in your Citibank Everything Counts® Package:

- Money market account (generally, in the order of first money market account opened); or
- Day-to-Day Savings account (generally, if no money market account, in the order of first opened Day-to-Day Savings account).

Special Circumstances

If a checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

Cancelled Checks

Neither original cancelled checks nor images of checks are included with your statement. Check images can be included upon request. You must speak to a Customer Service Representative in order to sign up for this service. You can view and print copies of checks presented within the past 12 months on www.CitibankOnline.com. If you need a copy of a cancelled check you may request a photocopy by calling CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch. Please refer to "Service Fees and Charges for All Accounts" in this Addendum for applicable fees.

Information About Specific Accounts

This section of the Addendum describes the features of the following accounts that are available:

- Regular Checking
- Interest Checking
- Citigold® Interest Checking
- Day-to-Day Savings
- Citibank® Money Market Plus Account
- Citibank® Premier Money Market Account
- Citibank® Savings Plus Account
- Citibank Market Rate Account
- Citibank Market Rate Plus Account
- Certificates of Deposit

Regular Checking

Account Features

Regular Checking is a non-interest bearing account available in all account packages.

Minimum Opening Deposit

The minimum opening deposit requirement for Regular Checking varies by account package type. See the applicable account package for details.

Fees

There is no separate monthly maintenance fee for a Regular Checking account. When a Regular Checking account is opened, it must be in a package and is subject to the applicable monthly maintenance, non-Citibank ATM and per check fees of the applicable account package as disclosed in the "Information About Account Packages" section of this Addendum.

Special Circumstances

If a Regular Checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date, after which the new account and package type will determine your rate.

Interest Checking

Account Features

Interest Checking is an interest bearing account available in the Citibank® Account Package and in the Citibank Everything Counts® Package.

Minimum Opening Deposit

There is a \$100 minimum deposit required to open an Interest Checking account.

Interest Rates

The interest rates for Interest Checking are variable, determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields please refer to a current rate sheet, call CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch.

When Interest Begins To Accrue

Money deposited to this account at a teller or a Citibank ATM before the end of any Business Day (or earlier posted time) begins to earn interest on the day you make the deposit; funds deposited at a Citibank ATM after the end of a Business Day (or earlier posted time) or on a non-Business Day earn interest from the next Business Day. (Please see the Client Manual – Consumer Accounts for definition of "Business Day".)

Interest Calculation Method and Rate Information

We use the average daily balance method to calculate the interest on Interest Checking accounts. This method applies a periodic rate to the average daily balance for the applicable monthly period. The average daily balance is calculated by adding the principal balance in the account for each day of the applicable monthly period and dividing that figure by the number of days in the period. The rate used to calculate interest for the period is the average of the daily periodic rates in effect during the period.

The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions.

Special Circumstances

If an Interest Checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date, after which the new account and package type will determine your rate.

Interest Compounding and Crediting

Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

Interest on Closed Accounts

No interest is paid on the account for the monthly period in which the account is closed.

Fees

There is no separate monthly maintenance fee for an Interest Checking account. When an Interest Checking account is opened, it must be in a package and is subject to the applicable monthly maintenance, non-Citibank ATM and per check fees of the applicable account package as disclosed in the "Information About Account Packages" section of this Addendum.

Citigold® Interest Checking

Account Features

Citigold® Interest Checking is an interest bearing account only available in the Citigold® Account Package.

Minimum Opening Deposit

There is a \$500 minimum deposit required to open a Citigold® Interest Checking account.

Interest Rates

The interest rates for the Citigold® Interest Checking account are variable, determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields please refer to a current rate sheet, call CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch.

When Interest Begins To Accrue

Money deposited to this account at a teller or a Citibank ATM before the end of any Business Day (or earlier posted time) begins to earn interest on the day you make the deposit; funds deposited at a Citibank ATM after the end of a Business Day (or earlier posted time) or on a non-Business Day earn interest from the next Business Day. (Please see the Client Manual – Consumer Accounts for definition of "Business Day".)

Interest Calculation Method and Rate Information

We use the average daily balance method to calculate the interest on Citigold® Interest Checking accounts. The average daily balance method applies a daily periodic rate to the average daily balance for the statement period. The average daily balance for the statement period is calculated by adding the principal balance in the account for each day during the statement period and dividing that figure by the number of days during the period that your account was open. The average daily balance is not used for the calculation of the interest rate paid on the account.

The rate used to calculate interest for the statement period is the average of the daily periodic rates in effect during the statement period. The rates paid on the account are tiered so that amounts in higher balance levels in the account can earn a different rate. When the balance exceeds the upper limit of a tier only the incremental amount in the higher tier will receive the rate paid for the higher balance range. This can result in your account earning a daily periodic rate that is a weighted average of the rates paid for the balances in each of the applicable tiers.

The daily periodic rate used in the interest calculation is determined by the average daily balance for interest calculation which is different than the average daily balance for the statement period because it is based upon the period that starts the Business Day before the first day of the statement period and ends the Business Day before the last day of the statement period. We will add the principal in the account for each day during this period and then divide that figure by the number of days during this period that your account was open to determine the average daily balance for interest rate calculation.

The following tiers have been established for interest rates for Citigold® Interest Checking. The same rate may be assigned to more than one tier.

Average Daily Balance Tiers for Interest Rate Calculation		
0 -	\$25,000 -	\$50,000
\$24,999.99	\$49,999.99	& over

The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions.

Special Circumstances

If a Citigold® Interest Checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date, after which the new account and package type will determine your rate.

Interest Compounding and Crediting

Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

Interest on Closed Accounts

No interest is paid on the account for the monthly period in which the account is closed.

Fees

There is no separate monthly maintenance fee for a Citigold® Interest Checking account. When a Citigold® Interest Checking account is opened, it must be in a Citigold® Account Package and is subject to the applicable monthly maintenance fees for that account package as disclosed in the "Information About Account Packages" section of this Addendum.

Day-to-Day Savings

Account Features

Day-to-Day Savings is a statement savings account that can be linked to most Citibank account packages. With your Citibank® Banking Card you can make deposits, transfer funds and make withdrawals conveniently at a Citibank ATM, over the phone or through Citibank® Online or Citi Mobile®. Your activity will be summarized in a periodic statement.

Minimum Opening Deposit

There is a \$100 minimum deposit required to open a Day-to-Day Savings account. We reserve the right to close the account if the account balance falls below the minimum balance.

Interest Rates

The interest rates for the Day-to-Day Savings account are variable, determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields please refer to a current rate sheet, call CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch.

Fees

Monthly maintenance fees for a Day-to-Day Savings account are based on the linked banking package that contains the Day-to-Day Savings account.

Uniform Transfers to Minors Accounts (UTMA) will not be charged a monthly service fee for Day-to-Day Savings accounts when the beneficiary is younger than 18 years of age and the UTMA is the sole account in a Basic Banking Package or a Citibank® Account Package. An UTMA with a beneficiary 18 years of age or older, or in any other account or package type regardless of age, will be subject to the terms and conditions of their package including fees and minimum balance requirements for fee waivers.

Interest Calculation Method

We use the daily balance method to calculate the interest on Day-to-Day Savings accounts. This method applies a daily periodic rate to the principal in the account each day. The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions.

Please refer to the rate sheet for additional rate information.

When Interest Begins To Accrue

Money deposited to this account before the end of any Business Day (or earlier posted time) begins to earn interest on the day you make the deposit; funds deposited at a Citibank ATM after the end of a Business Day (or earlier posted time) or on a non-Business Day earn interest from the next Business Day. (Please see the Client Manual – Consumer Accounts for definition of "Business Day".)

Interest Compounding and Crediting

Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

Interest on Closed Accounts

No interest is paid on the account for the monthly period in which the account is closed.

Transfer Limitations

The "Limits on Transfers" section of the Client Manual – Consumer Accounts applies to the Day-to-Day Savings account.

Citibank® Money Market Plus Account

Account Features

Your Citibank® Money Market Plus Account is a money market account that gives you the ability to earn short-term market rates in an FDIC-insured account. It also provides the convenience of account access through check writing, ATMs, via Citibank® Online, Citi Mobile® or through CitiPhone Banking®, our automated telephone service. To open a Citibank® Money Market Plus Account we require you to have or open a linked checking account in one of the following account packages: Citibank® EZ Checking Package, Citibank® Student Account Package, The Citibank® Account Package, Citibank Everything Counts® Package or The Citigold® Account Package ("Eligible Packages"). The Citibank® Money Market Plus Account cannot be linked to or opened in a Basic Banking Package or an Access Account Package. You cannot open a Citibank® Money Market Plus Account as a standalone account in any account package.

Minimum Opening Deposit

There is a \$100 minimum deposit required to open a Citibank® Money Market Plus Account. We reserve the right to close the account if the account balance falls below the minimum balance.

Interest Rates

The interest rates for the Citibank® Money Market Plus Account are variable, determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields please refer to a current rate sheet, call CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch.

When Interest Begins To Accrue

Non-Cash items, such as checks, deposited to a money market account begin to earn interest on the date Citibank receives credit for the funds. This date will be no later than the second Business Day after the Business Day the check deposit is received. Cash deposits begin to earn interest on the Business Day the cash deposit is received. (Please see the Client Manual – Consumer Accounts for definition of "Business Day".)

Fees

There is no separate monthly maintenance fee for the Citibank® Money Market Plus Account. When a Citibank® Money Market Plus Account is opened, it must be in a package and is subject to the applicable monthly maintenance, non-Citibank ATM and per check fees of the applicable account package as disclosed in the "Information About Account Packages" section of this Addendum.

Interest Calculation Method and Rate Information

We use the average daily balance method to calculate the interest on Citibank® Money Market Plus Accounts. The average daily balance method applies a periodic rate to the average daily balance for the monthly period. The average daily balance is calculated by adding the principal balance in the account for each day of the applicable monthly period and dividing that figure by the number of days in the period.

The average daily balance in your Citibank® Money Market Plus Account for the calendar month prior to the end of the statement period determines the applicable tier for the statement period.

Account Balance Ranges for Rate Calculations

\$0 - \$9,999.99
\$10,000 - \$24,999.99
\$25,000 - \$49,999.99
\$50,000 - \$99,999.99
\$100,000 - \$499,999.99
\$500,000 - \$999,999.99
\$1,000,000 +

The same rate may be assigned to more than one balance range. We may pay different rates for the Citibank® Money Market Plus Account based upon which account package contains your Citibank® Money Market Plus Account and whether there is a linked checking account. Your rate(s) for the entire statement cycle will be based upon which account package contains your Citibank® Money Market Plus Account, and if the account contains a linked checking account, on the last day of that statement cycle. Please refer to the rate sheet for additional rate information.

The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions.

Special Circumstances

When you open a new Citibank® Money Market Plus Account, if your first account statement is issued in the same calendar month that you opened your account, the rate your Citibank® Money Market Plus Account earns for your first statement period will be based upon the balance in your Citibank® Money Market Plus Account at the start of business on the date of your statement.

If a Citibank® Money Market Plus Account is converted to another type of money market account during a statement period, the account will earn the rate assigned to the new money market account during the entire statement period, including the period in which the account was the old money market account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case, you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

If at any time your Citibank® Money Market Plus Account is not linked to a Citibank® Money Market Plus Eligible Package, the entire balance in your Citibank® Money Market Plus Account will earn interest at the lowest tiered rate established for the account regardless of the balance in your Citibank® Money Market Plus Account.

Interest Compounding and Crediting

Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

Linking

The balances in other Citibank accounts that are linked to the Citibank® Money Market Plus Account will not be included in the average balance calculation for the Citibank® Money Market Plus Account. The balance in the Citibank® Money Market Plus Account may be linked to contribute to the minimum balance requirements of eligible Citibank account packages.

Interest on Closed Accounts

If the account is closed before the end of the monthly statement period, interest will be paid for the number of days the account was open during the period in accordance with the following terms:

- If the account was open for more than a full monthly statement period, interest will be paid at the rate paid on the account for the prior monthly statement period;
- If the account was not open for a full monthly statement period, interest will be paid at the lowest rate paid on the account in any Citibank account package that was in effect on the day the account was opened regardless of the balance in the account or the account package containing your account.

Transfer Limitations

The "Limits on Transfers" section of the Client Manual – Consumer Accounts applies to the Citibank® Money Market Plus Account.

Citibank® Premier Money Market Account

Account Features

Your Citibank® Premier Money Market Account is a money market account that gives you the ability to earn short-term market rates in an FDIC-insured account. It also provides the convenience of account access through ATMs, via Citibank® Online, Citi Mobile™ or through CitiPhone Banking®, our automated telephone service. The Citibank® Premier Money Market Account does not provide check-writing access. To open a Citibank® Premier Money Market Account we require you to have or open a linked checking account in one of the following account packages: Citibank® EZ Checking Package, Citibank® Student Account Package, The Citibank® Account Package, Citibank Everything Counts® Package or The Citigold® Account Package ("Eligible Packages"). The Citibank® Premier Money Market Account cannot be linked to or opened in a Basic Banking Package or an Access Account Package. You cannot open a Citibank® Premier Money Market Account as a standalone account in any account package.

Minimum Opening Deposit

There is a \$1,000 minimum opening deposit required to open a Citibank® Premier Money Market Account. We reserve the right to close the account if the account balance falls below the minimum balance.

Interest Rates

The interest rates for the Citibank® Premier Money Market Account are variable, determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields, please call CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch.

When Interest Begins To Accrue

Non-Cash items, such as checks, deposited to a money market account begin to earn interest on the date Citibank receives credit for the funds. This date will be no later than the second Business Day after the Business Day the check deposit is received. Cash deposits begin to earn interest on the Business Day the cash deposit is received. (Please see the Client Manual – Consumer Accounts for definition of "Business Day".)

Fees

There is no separate monthly maintenance fee for the Citibank® Premier Money Market Account. When a Citibank® Premier Money Market Account is opened, it must be in a package and is subject to the applicable monthly maintenance, non-Citibank ATM and per check fees of the applicable account package as disclosed in the "Information About Account Packages" section of this Addendum.

Interest Calculation Method and Rate Information

We use the average daily balance method to calculate the interest on Citibank® Premier Money Market Accounts. The average daily balance method applies a periodic rate to the average daily balance for the monthly period. The average daily balance is calculated by adding the principal balance in the account for each day of the applicable monthly period and dividing that figure by the number of days in the period.

The Citibank® Premier Money Market Account earns interest determined by the average balance in the account and whether certain qualifying activity (defined below) occurred in the linked Citibank checking account during the calendar month that ends prior to the last Business Day in the statement period. The average balance in the Citibank® Premier Money Market Account for the calendar month prior to the end of the statement period determines the applicable tier for the statement period.

Account Balance Ranges for Rate Calculations

\$0 - \$9,999.99
 \$10,000 - \$24,999.99
 \$25,000 - \$49,999.99
 \$50,000 - \$99,999.99
 \$100,000 - \$499,999.99
 \$500,000 - \$999,999.99
 \$1,000,000 +

The same rate(s) may be assigned to more than one balance range. We may offer different base and accelerated rates for the Citibank® Premier Money Market Account depending upon which Citibank account package contains the account. Please see the applicable rate sheet for details.

The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions.

Citibank® Premier Money Market Account Qualifying Activity

To qualify for an accelerated rate in an interest rate tier during a statement period, one of the following qualifying activities must occur in your linked personal checking account during the calendar month prior to the end of the statement period ("Qualifying Activity"):

- Three (3) or more qualifying electronic bill payments with a combined minimum amount of \$25. Qualifying electronic bill payments are individual or recurring bill payments made via CitiPhone Banking®, Citibank® Online, CitiBusiness® Online, Citi MobileSM, and Staff Assisted Bill Payments¹. (Qualifying electronic bill payments do not include payments made by checks or internal transfer payments made to accounts of Citibank or its Citi affiliates); or
- ¹ Staff assisted bill payments are subject to a fee for each statement cycle that you utilize this service. Please refer to "Service Fees and Charges for All Accounts" in this Marketplace Addendum for fee information.
- Seven (7) or more qualifying signature debit card purchases using your Citibank Debit card. Qualifying purchases must be submitted through the MasterCard® Network and are those for which you do not use your PIN and either you or a merchant designates as a "credit" transaction (including purchases you sign for, small dollar purchases that do not require a signature and use of your Citibank® Debit MasterCard® with PayPassSM, or other similar Access Device), Internet, phone and mail-order transactions. (Qualifying purchases do not include those initiated using a Personal Identification Number (PIN) or other transactions submitted through other payment processing networks); or
- One (1) direct deposit.

Special Circumstances

If you open a new Citibank® Premier Money Market Account in a Citibank® Premier Money Market Account Eligible Package, other than a Citibank® EZ Checking Package, and your first account statement is issued in the same calendar month that you open your account, the daily periodic rate used in the computation of interest is determined by the average daily balance for interest calculation. It is different than the average daily balance for the statement period because it is based upon the period that starts the first day that the account is opened and ends the Business Day before the last day of the statement period. We will add the principal in the account for each day during this period and then divide that figure by the number of days during this period that your account was open to determine the average daily balance for interest rate calculation.

Both an existing Citibank money market account that is converted into Citibank® Premier Money Market Account and a new Citibank® Premier Money Market Account will earn an accelerated rate during the first two statement periods regardless of qualifying activity in a linked checking account.

If a Citibank® Premier Money Market Account is converted to another type of money market account during a statement period, the account will earn the rate assigned to the new money market account during the entire statement period, including the period in which the account was the old money market account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case, you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

The interest that you earn on a Citibank® Premier Money Market Account that is linked to a Citibank® EZ Checking Package will be paid at the lowest tiered rate established for the account, regardless of the balance in your Citibank® Premier Money Market Account. A Citibank® Premier Money Market Account that is linked to a Citibank® EZ Checking Package is eligible for the base or accelerated rate of the lowest tier.

If at any time during any statement period a Citibank® Premier Money Market Account is not linked to a checking account in an Eligible Package, then the account will not earn an accelerated rate even if there was Qualifying Activity in the linked checking account during the calendar month prior to the end of the statement period.

Interest Compounding and Crediting

Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

Linking

The balances in other Citibank accounts that are linked to the Citibank® Premier Money Market Account will not be included in the average balance calculation for the Citibank® Premier Money Market Account. The balance in the Citibank® Premier Money Market Account may be linked to contribute to the minimum balance requirements of eligible Citibank account packages.

Interest on Closed Accounts

If the account is closed before the end of the monthly statement period, interest will be paid for the number of days the account was open during the period in accordance with the following terms:

- If the account was open for more than a full monthly statement period, interest will be paid at the rate paid on the account for the prior monthly statement period;
- If the account was not open for a full monthly statement period, interest will be paid at the lowest rate paid on the account in any Citibank account package that was in effect on the day the account was opened, regardless of the balance in the account or the account package containing your account.

Transfer Limitations

The "Limits on Transfers" section of the Client Manual – Consumer Accounts applies to the Citibank® Premier Money Market Account.

Citibank® Savings Plus Account

Account Features

Your Citibank® Savings Plus Account is a money market account that gives you the ability to earn short-term market rates in an FDIC-insured account. It also provides the convenience of account access through ATMs, Citibank® Online, Citi MobileSM or through CitiPhone Banking®, our automated telephone service. The Citibank® Savings Plus Account does not provide check-writing access. The Citibank® Savings Plus Account cannot be linked to or opened in a Basic Banking Package or an Access Account Package. The Citibank® Savings Plus Account can be opened as a standalone account in any account package except the Basic Banking package.

Minimum Opening Deposit

There is a minimum opening deposit of \$100 required to open the Citibank® Savings Plus Account. We reserve the right to close the account if the account balance falls below the minimum balance.

Interest Rates

The interest rates for the Citibank® Savings Plus Account are variable, determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields, please call CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch.

When Interest Begins To Accrue

Non-Cash items, such as checks, deposited to a money market account begin to earn interest on the date Citibank receives credit for the funds. This date will be no later than the second Business Day after the Business Day the check deposit is received. A cash deposit begins to earn interest on the Business Day the cash deposit is received. (Please see the Client Manual – Consumer Accounts for definition of "Business Day".)

Fees

There is no separate monthly maintenance fee for the Citibank® Savings Plus Account. When a Citibank® Savings Plus Account is opened, it must be in a package and is subject to the applicable monthly maintenance, non-Citibank ATM and per check fees of the applicable account package as disclosed in the "Information About Account Packages" section of this Addendum.

Interest Calculation Method and Rate Information

We use the average daily balance method to calculate the interest on Citibank® Savings Plus accounts. The average daily balance method applies a periodic rate to the average daily balance for the monthly period. The average daily balance is calculated by adding the principal balance in the account for each day of the applicable monthly period and dividing that figure by the number of days in the period.

The average daily balance in your Citibank® Savings Plus Account for the calendar month prior to the end of the statement period determines the applicable tier for the statement period. However, for Citibank® Savings Plus Accounts linked to a Citibank® EZ Checking Package, the interest rate you earn will always be paid at the lowest tiered rate established for the account regardless of account balance.

Account Balance Ranges for Rate Calculations

\$0 - \$9,999.99
 \$10,000 - \$24,999.99
 \$25,000 - \$49,999.99
 \$50,000 - \$99,999.99
 \$100,000 - \$499,999.99
 \$500,000 - \$999,999.99
 \$1,000,000 +

The same rate may be assigned to more than one balance range. We may offer different rates for the Citibank® Savings Plus Account depending upon which Citibank account package contains the account and if that account package contains a linked checking account. Please refer to the rate sheet for additional rate information.

The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions.

Special Circumstances

If you open a new Citibank® Savings Plus Account in a Citibank® Savings Plus Account Eligible Package, other than a Citibank® EZ Checking Package, and your first account statement is issued in the same calendar month that you open your account, the daily periodic rate used in the computation of interest is determined by the average daily balance for interest calculation. It is different than the average daily balance for the statement period because it is based upon the period that starts the first day that the account is opened and ends the Business Day before the last day of the statement period. We will add the principal in the account for each day during this period and then divide that figure by the number of days during this period that your account was open to determine the average daily balance for interest rate calculation.

If a Citibank® Savings Plus Account is converted to another type of money market account during a statement period, the account will earn the rate assigned to the new money market account during the entire statement period, including the period in which the account was the old money market account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case, you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

For a Citibank® Savings Plus Account that is linked to a Citibank® EZ Checking Package, interest will be paid at the lowest tiered rate established for the account, regardless of the balance in your Citibank® Savings Plus Account.

Interest Compounding and Crediting

Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

Linking

The balances in other Citibank accounts that are linked to the Citibank® Savings Plus Account will not be included in the average balance calculation for the Citibank® Savings Plus Account. The balance in the Citibank® Savings Plus Account may be linked to contribute to the minimum balance requirements of eligible Citibank account packages.

Interest on Closed Accounts

If the account is closed before the end of the monthly statement period, interest will be paid for the number of days the account was open during the period in accordance with the following terms:

- If the account was open for more than a full monthly statement period, interest will be paid at the rate paid on the account for the prior monthly statement period;
- If the account was not open for a full monthly statement period, interest will be paid at the lowest rate paid on the account in any Citibank account package that was in effect on the day the account was opened, regardless of the balance in the account or the account package containing your account.

Transfer Limitations

The "Limits on Transfers" section of the Client Manual – Consumer Accounts applies to the Citibank® Savings Plus Account.

Citibank Market Rate Account Citibank Market Rate Plus Account

Account Features

The Citibank Market Rate Account and the Citibank Market Rate Plus Account are special savings accounts with limited access and with special terms and conditions.

Interest Rates

The interest rates for the Citibank Market Rate Account and the Citibank Market Rate Plus Account are determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields, please call CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch.

Minimum Opening Deposit and Maximum Balance

The minimum opening deposit is \$10,000. We reserve the right to close the account if the account balance falls below the minimum balance. The maximum balance (exclusive of interest) may not exceed \$1,000,000 without the consent of Citibank.

Additional Deposits and Withdrawals

Citibank Market Rate Account: Additional deposits and/or withdrawals can be made at any time after the first seven (7) days that your account is opened.

Citibank Market Rate Plus Account: Additional deposits and/or withdrawals can be made at any time after the first fourteen (14) days that your account is opened.

Withdrawals can be made only in the form of a transfer to a linked Citibank checking account. You may request a withdrawal at a Citibank branch, through CitiPhone Banking®, or by mail. Instructions to make transfers through CitiPhone Banking® must be received by CitiPhone Banking® no later than 2:00 PM Central Time to be effective on that Business Day.

Fees

There is no separate monthly maintenance fee for a Citibank Market Rate Account or a Citibank Market Rate Plus Account. When a Citibank Market Rate Account or Citibank Market Rate Plus Account is opened, it must be in a package and is subject to the applicable monthly maintenance, non-Citibank ATM and per check fees of the applicable account package as disclosed in the "Information About Account Packages" section of this Addendum.

Interest Calculation Method and Rate Information

We use the daily balance method to calculate the interest on the Citibank Market Rate Account and the Citibank Market Rate Plus Account. This method applies a daily periodic rate to the balance in the account each day.

The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions. Please refer to the rate sheet for current rate and yield information.

When Interest Begins To Accrue

Money deposited to this account at a teller or a Citibank ATM before the end of any Business Day (or earlier posted time) begins to earn interest on the day you make the deposit; funds deposited at a Citibank ATM after the end of a Business Day (or earlier posted time) or on a non-Business Day earn interest from the next Business Day. (Please see the Client Manual – Consumer Accounts for definition of "Business Day".)

Interest Compounding and Crediting

Citibank Market Rate Account: Interest is compounded daily starting on the Business Day when the account is opened, and is credited every seven (7) days.

Citibank Market Rate Plus Account: Interest is compounded daily starting on the Business Day when the account is opened, and is credited every fourteen (14) days.

For both the Citibank Market Rate Account and Citibank Market Rate Plus Account, interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

Linking

The balances in other Citibank products that are linked to the Citibank Market Rate Account or the Citibank Market Rate Plus Account will not be included in the average balance calculation for the Citibank Market Rate Account or the Citibank Market Rate Plus Account. The balance in the Citibank Market Rate Account or the Citibank Market Rate Plus Account may be linked to contribute to the minimum balance requirements of eligible Citibank account packages.

Interest on Closed Accounts

If the account is closed before interest is credited, you will not receive the accrued interest.

Transfer Limitations

The "Limits on Transfers" section of the Client Manual – Consumer Accounts applies to the Citibank Market Rate Account and the Citibank Market Rate Plus Account.

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Certificates of Deposit

Account Features

Citibank offers a variety of Certificates of Deposit (CDs):

- 3-, 4-, 5-, 6-, 7-, 8-, 9-, and 10-Month CDs with monthly interest or interest at maturity.
- 1-Year CD with monthly interest or interest at maturity
- 13-, 18-, and 30-Month CDs, and 2-Year, 3-Year, 4-Year, and 5-Year CDs with monthly interest.

All our certificates are time deposits. With a time deposit, you agree to leave your funds in the account for a specific period, called the term. The last day of the term is called the maturity date. The maturity date is the first day on which you may withdraw funds without paying an early withdrawal penalty, explained below.

Minimum Opening Deposit

There is a \$500 minimum opening deposit required to open a Certificate of Deposit. No additional deposits are permitted during the term of the account. We reserve the right to close the account if the account balance falls below the minimum balance.

Rate Information

The interest rate and Annual Percentage Yield (APY) for all new and renewing CDs are fixed for the term of the CD. For a new CD, the interest rate and APY are based on the balance you deposit into the CD as disclosed on the applicable rate sheet delivered when your CD is opened.

CD Balance Ranges for Rate Calculations

\$0 - \$9,999.99
 \$10,000 - \$24,999.99
 \$25,000 - \$49,999.99
 \$50,000 - \$99,999.99
 \$100,000 - \$499,999.99
 \$500,000 - \$999,999.99
 \$1,000,000 +

The same rate may be assigned to more than one balance range. We may offer different rates for CDs depending upon which Citibank account package contains the CD and whether that Citibank account package contains a linked checking account on the day the CD is funded. Please see the applicable rate sheet for details.

For a renewing CD, the interest rate and APY will be those in effect on the date of CD renewal. Your interest rate and APY will be based on a number of factors related to your CD's status on the close of business on the last day of the 7-day grace period, including: the balance in your CD account; the Citibank account package that contains the CD account; and whether the Citibank account package contains a checking account.

If you change the term of the CD during the grace period, the rate for the renewal term will be determined based on the rate sheet in effect on the date of CD renewal.

Interest Rate Determination

We use the daily balance method to calculate the interest on CDs. This method applies a daily periodic rate to the balance in the account each day.

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When Interest Begins To Accrue

For a new CD, the opening deposit – whether a non-cash item, such as a check, or a cash deposit – begins to earn interest as of the Business Day the account is opened. For a renewing CD, non-cash items and cash deposits begin to earn interest on the Business Day the deposit is received. (Please see the Client Manual – Consumer Accounts for definition of “Business Day”.)

Interest Compounding and Crediting

Interest is compounded daily starting on the Business Day when the account is opened, and is credited to your account monthly (except on CDs with the interest at maturity feature, where interest is credited to the account on the maturity date). Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis. Interest is credited to your account after the close of business on the last day of the month for all CDs. You may also choose a CD of one year or less that pays interest at maturity instead of monthly. Since some months are slightly longer than others, the amount of interest you earn may vary slightly from one month to another. Interest is paid up to but not including the maturity date. If you open your account during the last week of any month, interest from the date opened to the end of the month may be included in the interest payment for the first full month that the account is open.

Early Withdrawal Penalties

When you open a Certificate of Deposit, you agree to keep the principal on deposit with us for the term you have selected. We will impose a substantial penalty if you withdraw any principal before the maturity date. It may be necessary to deduct all or a portion of the penalty from the principal amount of the deposit.

The early withdrawal penalty based on the term of the CD will be assessed according to the chart below:

CD Term	Penalty
1 year or less	30 days simple interest
More than 1 year, up to and including 2 years	90 days simple interest
More than 2 years but less than 5 years	180 days simple interest
5 years or more	270 days simple interest

Early withdrawal penalties are calculated on the amount of the principal withdrawn. There is no early withdrawal penalty if the account owner dies or is declared legally incompetent.

Automatic Renewal and Grace Period

All CDs renew automatically at maturity for the same term unless we receive other instructions. The renewal CD will be for the same term, but at the interest rate currently being offered. There is a 7-calendar day grace period after the maturity date, during which additional funds can be deposited and funds can be withdrawn without paying an early withdrawal penalty.

Interest Withdrawal

You may withdraw interest from your Certificate of Deposit at any time during the term after it has been credited without an early withdrawal penalty. You may request to have credited interest deposited to another account you have with us or sent to you in the form of a check. If your account renews automatically, after the grace period your interest will be added to your principal balance and will no longer be available for withdrawal without penalty.

The Annual Percentage Yield on your account assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Fees

There is no separate monthly maintenance fee for a Certificate of Deposit.

Linking

The balances in other Citibank accounts that are linked to the account will not be included in the balance calculation for rate determination of your Certificate of Deposit account. The balances in your Certificate of Deposit account may contribute to the balances of eligible Citibank account packages for the purposes of package fee determination.

CITIBANK OPTION CERTIFICATE OF DEPOSIT

Account Features

The Citibank Option Certificate of Deposit is a special one-year term CD that allows you to transfer the entire balance during the term to a Citibank one-year CD, without penalty.

All terms and conditions for Certificate of Deposit accounts as contained in the “Certificates of Deposit” section of this addendum apply to the Citibank Option CD except as noted below.

Additional Deposits

Additional deposits of funds to the account at the time you exercise your option to convert the account to a standard one-year CD are allowed. The original deposit amount and accrued interest will be converted at the prevailing one-year CD rate.

Rate Information

The interest rate and Annual Percentage Yield (APY) for all new and renewing CDs are fixed for the term of the CD or to the point that you exercise your option to convert to a standard one-year CD. If you exercise your option, the term for the regular one-year CD will begin on the following Business Day and extend for one year. The rate for the one-year CD will be determined using the rate sheet in effect on the Business Day that your one-year CD begins.

Option Limitations

You may exercise your option to transfer the entire balance to a standard one-year CD only once without penalty. Once you have exercised your option and the CD is converted to a Citibank one-year CD, all standard terms and conditions governing Citibank CDs will apply.

Automatic Rollover

If you do not exercise your option during the term of the Citibank Option CD, the CD will automatically renew for another term of one year as a Citibank Option CD with the same terms and conditions.

If you do exercise your option, your account will renew as a standard Citibank one-year CD without the option feature.

CITIBANK FLEXIBLE TERM JUMBO CERTIFICATE OF DEPOSIT

Account Features

The Citibank Flexible Term Jumbo Certificate of Deposit is a time deposit instrument offering a guaranteed interest rate for a specified term (maturity date), interest rate and amount. All terms and conditions for Certificate of Deposit accounts as described above apply to the Citibank Flexible Term Jumbo Certificate of Deposit except as noted below.

Minimum Opening Deposit

There is a \$100,000 minimum opening deposit required to open the Citibank Flexible Term Jumbo Certificate of Deposit. No additional deposits or withdrawals are permitted during the term of the account.

Term of the Account

The CD will have a term of the customer's choice of seven (7) days or more, but not to exceed 365 days. All maturity dates must occur on a Business Day.

Rate Information

Rates will be established at the beginning of the term of the account. The interest rate and Annual Percentage Yield (APY) are fixed and will remain in effect for the term of the CD.

Automatic Renewal and Grace Period

At maturity the CD will automatically renew for the same term at the rate in effect on the renewal date. There is no grace period.

Investment Account Linking

The section deals with your ability to link certain investment accounts available through Citigroup Global Markets Inc., our affiliate, to certain account packages.

Linking Your Account to a Citigroup Global Markets Inc. Investment Account

You can open a Citigroup Global Markets Inc. investment account and link that account to your Citibank® Student Account Package, Citibank® Account Package, Citibank Everything Counts® Package, your Citigold® Account Package or your Citi Private Bank Interest Checking Account, provided that the account titles are identical.

Linking your Citibank® Account Package, Citibank® Student Account Package, Citibank Everything Counts® Package, Citigold® Account Package or your Citi Private Bank Interest Checking Account to a Citigroup Global Markets Inc. Account ("Linked Investment Account") has many advantages, such as being able to view the balances in your Linked Investment Account using Citibank® Online or Citi MobileSM, and at ATMs located in Citibank branches. In addition, eligible balances in your Linked Investment Account are currently counted toward relationship pricing of your Citibank® Account Package, Citibank Everything Counts® Package, Citigold® Account Package or your Citi Private Bank Interest Checking Account.

Household Linking Of Account Packages

This section explains certain features of linking account packages within a household. When you link together eligible account packages of two or more members of a household, the combined balances of the accounts in those account packages can provide each household member with certain additional benefits.

If you reside in a household where two or more eligible members each have at least one account in a separate eligible Citibank account package, and you link those eligible account packages together, we can make the features and benefits of our relationship pricing structure available to those household members. In most cases, eligible accounts belonging to all household members can be counted towards the combined household balance for purposes of determining whether account maintenance fees and certain other account charges will be assessed and for determining eligibility for benefits associated with higher balance tiers or ranges.

Certain Citibank account packages opened through International Personal Banking, Citigold International or Global Executive Banking, Citi Private Bank, and account packages opened for Non-Resident Aliens, may be ineligible for linking to another account package.

We define a "household" as an account owner and members of the account owner's immediate family who reside at the same address. When asking us to link account packages you agree that your request will comply with any limitations applicable to the account packages that you ask to be linked. Under federal regulations:

- When any account package includes an account with one of our affiliates, immediate family members whose accounts can contribute pricing benefits are limited to the account owner and spouse; the account owner's parents, step-parents, siblings, step-brothers, step-sisters, children, step-children, grandchildren and their spouses.
- When any account package includes a retirement account, that package can only contribute to pricing benefits for the retirement account owner and spouse; the retirement account owner's parents and grandparents, and the retirement account owner's children, siblings and their spouses.

Important: When household members' account packages are linked for combined balances, statements for each linked account package may show the household combined balance range. As a result, household members may be able to deduce approximate balances of other members in the household when account packages are linked. Therefore, when deciding whether to link household account packages, customers should evaluate their privacy needs within the household, along with their need for the rate and fee advantages.

Overdraft Protection

This section outlines two optional services that are designed to help you cover overdrafts in your checking account. Availability is not automatic. Ask us for application and enrollment information.

Checking Plus® (variable rate)

Checking Plus is a revolving personal line of credit account linked to your Citibank checking account that provides overdraft protection and allows you to borrow the extra cash you need. You can write checks or withdraw cash at any time directly from your credit account – without overdrawing your checking account – up to your available credit limit. The terms of a Checking Plus (variable rate) account are included in a separate agreement and disclosure which you will receive at account application or shortly thereafter.

For all Checking Plus® and Checking Plus® (variable rate) customers:

Please refer to your Checking Plus or Checking Plus (variable rate) Agreements and Disclosures, as applicable, for terms and conditions relating to transfers from Checking Plus or Checking Plus (variable rate) Accounts.

Safety Check

Safety Check covers overdrafts with transfers from your linked money market or Day-to-Day Savings account. Safety Check will not permit you to get cash or transfer funds from your checking to other accounts if there are insufficient funds in your checking account. Safety Check will also not permit transfers for Bill Payments made out of your checking account. The linked contributing account also covers the use of deposited funds that are not yet available in your checking account.

Contributing Accounts

When you sign up for Safety Check, you may select one account you maintain at Citibank as your "Contributing Account." It can be either a Day-to-Day Savings or money market account. Other types of deposit accounts are not eligible Contributing Accounts. Only available funds in your Contributing Account can be used for Safety Check coverage. If the checking or Contributing Account is a joint account, all owners must authorize Safety Check coverage.

When Safety Check is used to cover your use of deposited funds in your checking account that are not yet available (uncollected), a like amount in your Contributing Account will be held until the deposited funds become available. The funds held in your Contributing Account are not transferred to the checking account and will continue to earn interest. Since no transfer of funds occurs, there is no transfer fee for use of this service in this circumstance.

Safety Check Transfers

Safety Check transfers from your Contributing Account will be made in the amount needed to cover your overdraft and any applicable fees, rounded up to the next \$100 increment, not to exceed the available balance in your contributing account.

Transfers

No more than \$99,999.99 per calendar month will be transferred from your Day-to-Day Savings account, or per monthly period from your money market account, to cover overdrafts or use of uncollected funds in your checking account. If one or more transactions cause your checking account to have a negative available balance on a given day, and if you have available funds in your Contributing Account to cover them, only one transfer will be processed for the total amount transferred to cover the transactions. Federal regulations require Citibank to limit the total number of certain kinds of transfers (including Safety Check transfers) from your Contributing Account. The total permitted from Day-to-Day Savings and money market accounts is six per statement period. For details, see "Limits on Transfers" under "Account Transactions" in your Client Manual. If the total number of transfers has reached the applicable limit, no Safety Check transfers will be made for the remainder of that calendar month or statement period, and checks which overdraw your checking account will be returned.

Overdraft Protection Transfer Fee

We will charge an Overdraft Protection Transfer Fee each day we cover an overdraft by transferring money from your Checking Plus account, Checking Plus (variable rate) account, or Safety Check Contributing Account. The Overdraft Protection Transfer Fee will be charged once per day to the account that receives the transfer. This fee is waived for Citigold and Citi Private Bank customers. Please refer to "Service Fees and Charges for All Accounts" in this Marketplace Addendum for fee information.

Funds Availability at Citibank

GENERAL POLICY

Check Deposits with Tellers

Our policy is to generally make funds from checks you deposit to your checking, savings, or money market account available to you immediately on the same Business Day we receive your deposit.

Direct Deposits and Wire Transfers

Funds from electronic Direct Deposits and incoming wire transfers are available to you on the same Business Day we receive your deposit.

Cash Deposits

Deposits of cash are generally available to you immediately, except if made at a Proprietary Citibank ATM in which case they will be made available for withdrawal no later than the Business Day after the Business Day of deposit.

Check Deposits at Proprietary Citibank ATMs and ATMs located in select 7-ELEVEN® Convenience Stores¹.

Funds from check deposits to a checking account are generally available on the same Business Day. Funds from check deposits to money market accounts are generally available on the Business Day after the Business Day of deposit. Funds from check deposits to a savings account made at Proprietary Citibank ATMs and ATMs located in 7-ELEVEN® Convenience Stores will be made available in accordance with the "Standard Availability Schedule" provided on the following page. See the section titled "Determining the Effective Date of Your Deposit" for important information for determining the Business Day of your deposit.

¹ 7-ELEVEN® is a registered trademark of 7-Eleven, Inc. ATMs at 7-ELEVEN® locations are not owned or operated by Citibank. Not all functions, including deposits of cash, can be performed at these ATMs.

Check Deposits Given Special Availability

Funds from the following types of checks are available immediately if made with a teller:

- U.S. Treasury Checks, Federal Reserve Bank Checks, Federal Home Loan Bank Checks, U.S. Postal Money Orders
- Citibank, N.A. checks drawn on Citibank branches in New York, Connecticut, New Jersey, Massachusetts and Pennsylvania and deposited in a branch in any of these geographic areas
- Cashier's Checks, Teller's Checks, Certified Checks, and Travelers Checks
- State and Local Government Checks issued by the State or by the general purpose units of local government.

Special Deposit Procedures

You must utilize the following procedures to receive immediate availability for deposits of State and Local Government Checks, Cashier's Checks, Teller's Checks, Certified Checks, and Travelers Checks: Take your check deposit to a teller and advise the teller that you have a check eligible for immediate availability. The teller will help you complete a special deposit ticket.

If you deposit any of the types of checks described above at a Proprietary Citibank ATM, your deposit will become available no later than the Business Day after the Business Day of deposit.

Determining the Effective Date of Your Deposit

A Business Day is any day of the week that is not a Saturday, Sunday or bank holiday. Non-Business Days are considered part of the following Business Day. The end of Business Day varies among our branches. The end of Business Day is posted at each branch. If you make a deposit after the close of a Business Day or on a weekend or holiday, your deposit will be considered received on the next Business Day. Please note that deposits made at a Proprietary Citibank ATM after the cut-off time indicated at the ATM or on a non-Business Day will be considered received on the next Business Day. The end of Business Day for check deposits at ATMs located in select 7-ELEVEN® Convenience Stores is 4:30 PM. Deposits made at these locations after 4:30 PM will be considered received on the next Business Day.

PLEASE NOTE: If you make a deposit in a branch, at a Proprietary Citibank ATM, or an ATM located in select 7-ELEVEN® Convenience Stores in California or Nevada and the Home Branch of your account is not located in either of those states, we will treat your deposit as being received on the next Business Day after the day of deposit.

Longer Delays May Apply

In some cases, we will not make all the funds that you deposit by check available to you in accordance with our general policy. Should this occur, we will notify you at the time you make the deposit. We will also tell you when the funds will be available. If your deposit is not made directly with one of our tellers, or if we decide to take this action after you have left the branch, we will mail you the notice by the next Business Day.

If you need the funds from a deposit right away, please ask us when the funds will be available.

Depending on the type of check that you deposit, funds will be available no later than the 4th Business Day after the Business Day of your deposit. For teller deposits, the first \$100 is available immediately and for ATM deposits, the first \$100 is available on the Business Day after the Business Day of deposit, unless the deposit is to a checking account in which case the first \$100 is available immediately.

STANDARD AVAILABILITY SCHEDULE (CHECK DEPOSITS TO SAVINGS ACCOUNTS AT PROPRIETARY CITIBANK ATMS AND ATMS LOCATED IN SELECT 7-ELEVEN® CONVENIENCE STORES)

Citibank's Standard Availability Schedule

The following schedule applies to check deposits to savings accounts made at Proprietary Citibank ATMs and ATMs located in 7-ELEVEN® Convenience Stores, and to any other check deposits that are not provided expedited availability in accordance with our general policy. The schedule shows the number of Business Days (after the Business Day of deposit) that it will take for check deposits to become available.

The second column in the schedule shows the number of Business Days (after the Business Day of deposit) that it will take for check deposits of \$5,000 or less to become available for withdrawal.

The third column shows the number of Business Days (after the Business Day of deposit) that it will take for check deposits in excess of \$5,000 to become available for withdrawal. When you make a deposit (or multiple check deposits) in the course of a Business Day, the portion in excess of \$5,000 will likewise be available based on the third column.

Standard Availability Schedule

	Deposits of \$5,000 or less	Deposits of more than \$5,000
All Check Deposits	3 Business Days	4 Business Days

The First \$100

The first \$100 of the total amount of your Business Day's check deposits to your savings account will be made available on the Business Day following the Business Day of deposit.

Additional \$400

For check deposits of \$5,000 or less, an additional \$400 will be available on the second Business Day after the Business Day of deposit.

SPECIAL RULES FOR NEW CUSTOMERS

You are considered a new customer if you have not had an account at Citibank for at least thirty (30) days prior to your opening the account. For the first thirty (30) days, the following exceptions to Citibank's funds availability policies and schedules apply:

1. You will be entitled to all the benefits described in the "Check Deposits Given Special Availability" section of your Marketplace Addendum.
2. For check deposits not entitled to special availability your deposit will become available on the 5th Business Day after the Business Day of deposit.

EXCEPTIONS

Collection Items

We may require that any check you present for deposit be sent out for collection. That is, your funds will be available after we have received payment from the bank on which the check is drawn. You will be charged a fee for this service. Please refer to "Service Fees and Charges for All Accounts" in this Marketplace Addendum for applicable fees.

Checks That May Not Be Collectible

Occasionally, a check is given to Citibank that we decide not to accept for deposit or payment because we doubt the collectibility of the funds. When this happens, we will return the check to you or, if you request, send the check out for collection. On other occasions, we may learn that a check we accepted for deposit may not be honored. Should this happen, we will delay the availability of the deposit for a reasonable period of time until the check is either paid or returned. In all cases, we will notify you of the action we take.

Foreign Checks

Checks that are drawn on banks outside the United States are generally sent for collection. Your account will be credited for the US dollar equivalent of the check based upon a timetable which reflects when we would customarily receive payment from the bank on which the item is drawn.

Events Beyond Our Control

In the event that we are unable to conduct business due to an interruption of communication facilities, suspension of payments by another bank, war, other emergency conditions or other circumstances beyond our control, it may be necessary to increase some or all of the time periods specified in these availability schedules. If this happens, we will try to inform you if possible.

Redeposit of Check(s) Returned Unpaid

We reserve the right to extend the time within which these checks become available.

Overdrafts

We may delay the availability of the deposit if you have overdrawn your account or have had frequent returned deposits.

Double-Endorsed Checks

When you deposit a check into your Citibank account, we ask you to endorse it with your signature or endorsement stamp. However, we reserve the right to refuse to accept for deposit any check that is not made payable directly to you. A double-endorsed check is one that is made payable to someone else and then endorsed to you by that person. In some cases, we will accept such checks on a "collection basis," which means that the funds will not be available to you until we have received payment from the bank on which the check is drawn. If you deposit a double-endorsed check by mail or at any of our automated facilities, we may return the check to you.

Bank's Right to Chargeback

The Bank's policy on availability of funds from checks that you deposit will not affect your obligation to repay the Bank for any check that you deposit that is not paid, nor will it affect the Bank's right to charge back your account or to obtain reimbursement for any check that is not finally paid for any reason.

Changes to Our Policy

We will notify you of any change to these Funds Availability policies as required by applicable law.

Service Fees and Charges for All Accounts

Service	Regular Fees*	Citigold Account Package Fees
Abandoned Property Transfer [†]	\$20.00	\$20.00
Bond Coupon Redemption (per series)	\$10.00	WAIVED
Checkbook Orders	Varies	WAIVED [†]
Checking Account Closing (within 90 days of opening)	\$25.00	\$25.00
Citibank® Global Transfer Service [†]	Varies	Varies
Clerical Research (per hour, one-hour minimum)	\$25.00	\$25.00
Collection of Checks Drawn on Foreign Bank [†]	\$30.00	\$30.00
Collection of Notes and Sight Drafts on Domestic Bank	\$25.00	\$25.00
Consular/Verification Letter	\$25.00	WAIVED
Copy of Cancelled Checks [†]	\$5.00	WAIVED
Counter Checks	\$5.00	WAIVED
Deposited Check Returned Unpaid	\$10.00	WAIVED
Domestic Bank Collections [†]	\$25.00	\$25.00
Foreign Currency Exchange: • \$1,000 and over • Under \$1,000	No Charge \$5.00	No Charge WAIVED
Interim Statement	\$5.00	WAIVED
Legal Process Compliance (levies, attachments, etc.) per defendant	\$125.00	\$125.00
Miscellaneous Copies (IRS Forms 1099, Deposit Ticket, etc.)	\$5.00	WAIVED
Money Order for Customers	\$5.00	WAIVED
Official Check	\$10.00	WAIVED
Overdraft Protection Transfer Fee	\$10.00	WAIVED
Overdraft Fee (for example, Check/Item Returned/Paid Against Insufficient/Unavailable Funds. An insufficient funds item may be created by check, in-person withdrawal, or transfer, draft, ACH transaction or other electronic means.) ^{††}	\$34.00	\$34.00
Quicken (Per Monthly Statement Period)	\$9.95	WAIVED [†]
Safe Deposit Box Annual Rental	Varies	See below [†]
Staff Assisted Bill Payments (Per Monthly Statement Period)	\$4.95	WAIVED
Statement Copy (previous month)	\$5.00	WAIVED
Stop Payment Request	\$30.00	WAIVED
Travelers Checks	1.5%	WAIVED
Wire Transfer: • Incoming Domestic and International • Outgoing Online Domestic • Outgoing Domestic • Outgoing Online International • Outgoing International • Outgoing International Remittance Wire [†]	\$10.00 \$18.75 \$25.00 \$30.00 \$40.00 Varies	WAIVED \$12.50** \$25.00 \$20.00** \$40.00 Varies
Fees and Charges related to specific account types specified elsewhere are incorporated herein	As specified elsewhere	As specified elsewhere
Fees and Charges related to specific transactions or activities specified elsewhere are incorporated herein	As specified elsewhere	As specified elsewhere

Notes to "Service Fees and Charges for All Accounts"

- * Regular fees apply to accounts that are not Citigold® Accounts.
- ** This fee will be waived for Citigold® Account Packages that had a combined balance of \$500,000 or more for the monthly period that was two (2) calendar months before the date of the transaction.
- †† Overdraft fee will not be assessed more than four (4) times per day. An overdraft fee may also be charged whenever a service fee or charge is deducted from your account and either causes your account to be overdrawn or increases the amount by which your account is overdrawn. For more information, please refer to the "Insufficient Account Balances" section of the Client Manual – Consumer Accounts.
- 1 Applies to accounts domiciled in New York.
- 2 Fee for standard Citigold® design checkbook is waived. A fee will be charged for non-standard design checkbook order. Fee for non-standard design checkbook order will be waived provided your Citigold® Account Package had a combined average balance of \$500,000 or more for the monthly period that was two (2) calendar months before the date of the transaction.
- 3 Fees for using the Citibank® Global Transfer Service, available at Citibank branches, Citibank ATMs and through Citibank® Online, are listed in the "Electronic Banking" section of the Client Manual – Consumer Accounts under "Types of Transfers; Limitations".
- 4 Additional fees may apply as a result of fees charged for collection of the item by other institutions.
- 5 If you do not receive check images with your statement, you are permitted two (2) free copies of cancelled checks per monthly statement period, then \$5.00 per check thereafter.
- 6 Monthly fee of \$9.95 will be waived for any statement cycle provided you maintain a combined average balance of \$100,000 and above (or \$250,000 and above with the inclusion of your Citibank first mortgage balance). Fee will be assessed if combined average balance requirement is not met.
- 7 One safe deposit box annual fee waiver of \$125 or less per Citigold® Account Package. Safe deposit boxes valued in excess of \$125 will be discounted by 50% (Fifty Percent). Safe deposit box discounts are subject to availability in the Citibank branches.
- 8 For Ecuador and the Dominican Republic, \$5.00 for Account to Account transfers and \$8.00 for Cash Pick-ups.

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as Cirrus System, Inc.
7-ELEVEN® is a registered trademark of 7-Eleven, Inc.
Murphy USA® is a registered trademark of Murphy Oil USA, Inc.
MoneyPass® is a registered trademark of US Bank NA.
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Marketplace Addendum

California & Nevada

Effective July 1, 2010

This Marketplace Addendum supplements and incorporates all of the terms and conditions contained in the Citibank Client Manual – Consumer Accounts, including, but not limited to, the definitions. It also contains additional information about deposit products and services available in your marketplace, including:

Checking and Savings Accounts

Interest Accruals and Computation

Balance Requirements

Early Withdrawal Penalties

Overdraft Protection

Funds Availability

Fees and Charges

...and other important information



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General Information

Choose an Account Package Right for You

At Citibank, we're committed to giving our customers superior service and value by providing you with solutions designed to meet your individual needs. You can achieve your financial goals and simplify the way you manage your money with our various offerings of account packages. The banking and financial services you need today – and tomorrow – are available to you at any time.

Now, you can keep track of your finances in one place and receive the personalized service and recognition you deserve. This is possible because Citibank account packages can provide you with more rewards when you bank with Citibank and certain of its affiliates. By bringing together your deposits, loans, credit cards, and investments through Citigroup Global Markets Inc. ("CGMI")*, you can reduce or even eliminate service fees on some account packages. In some cases you may be able to earn better rates on your deposits and gain easier access to your accounts – you may even be able to see certain of your accounts summarized on one statement.

* Investment products and services are provided through Citigroup Global Markets Inc., member SIPC. Citigroup Global Markets Inc. and Citibank are affiliated companies under the common control of Citigroup Inc.

SECURITIES:

- NOT FDIC INSURED
- NO BANK GUARANTEE
- MAY LOSE VALUE

There are several ways to bring your accounts together and each package is tailored with specialized pricing to make the most of your resources. Based on your account balances and monthly transaction activity, one of these packages can provide the right solutions for your particular needs:

Basic Banking

- Citibank® EZ Checking
- Citibank® Student Account
- The Citibank® Account
- The Citigold® Account

Terms and conditions of accounts, programs, products and services are subject to change.

Information About Account Packages

Basic Banking Package

Package Features

The Basic Banking Package is designed for people who want a simple, low fee bank account. The Basic Banking Package can only contain one Basic Checking or Basic Savings account. Upon application and approval, a Checking Plus® (variable rate) credit line for overdraft protection can be linked to the checking account. No other products are allowed in the package.

Minimum Opening Deposit

There is no minimum deposit required to open a Basic Checking account in a Basic Banking Package. There is a \$100 minimum deposit required to open a Basic Savings account in a Basic Banking Package.

When Deposits Are Credited to an Account

Deposits received before the end of a Business Day (Refer to the Client Manual – Consumer Accounts for definition of “Business Day”) will be credited to your account that day. However, there may be a delay before these funds are available for your use.

See the “Funds Availability at Citibank” section of this Marketplace Addendum for more information.

Household Linking

Balances from accounts in a Basic Banking Package can contribute to the combined product level balances of a household that has another Citibank account package to avoid monthly maintenance fees, except for the Access Account or other Basic Banking Packages. If a Basic Banking Package is linked to a Citibank® Account Package that meets the requirements for eliminating monthly maintenance and non-Citibank ATM fees – or if there is a Citigold® Account Package that is part of the linked household regardless of the balance – there will be no monthly maintenance fee, non-Citibank ATM fee or per check fee (if applicable) for the Basic Banking Package. For additional information about household linking, please see the section of this Marketplace Addendum titled “Household Linking of Account Packages”.

BASIC CHECKING

Basic Checking is a regular (non-interest bearing) checking account.

The following fees and charges apply to this account package when the fees are not otherwise waived:

Monthly Maintenance Fee	Non-Citibank ATM Fee [†]	Checking Account Per Check Fee
\$3.50	\$1.50 per withdrawal	\$0.50 each after the first 8 checks per statement period

[†] Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts fee-free at ATMs at participating 7-ELEVEN® stores, Murphy Oil USA®, MoneyPass® and Publix® supermarket locations. These ATMs are not owned or operated by Citibank. Not all functions are available at all ATMs. 7-ELEVEN® is a registered trademark of 7-Eleven, Inc.

^{*} Fees charged to you by other institutions for transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Citibank ATM, please contact us for a full refund.

Special Circumstances

If a Basic Checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

Cancelled Checks

Neither original cancelled checks nor images of checks are included with your statement. You can view and print copies of checks presented within the past 12 months on www.CitibankOnline.com. If you need a copy of a cancelled check you may request a photocopy by calling CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch. Please refer to “Service Fees and Charges for All Accounts” in this Addendum for applicable fees.

BASIC SAVINGS

Basic Savings is a Day-to-Day Savings account. The following fees and charges apply to this account package when they are not otherwise waived:

Average Monthly Savings Balance*	Monthly Maintenance Fee	Non-Citibank ATM Fee ^{**}
\$0 - \$499.99	\$6.50	\$1.50 per withdrawal after the first two withdrawals
\$500 - \$9,999.99	None	\$1.50 per withdrawal after the first two withdrawals
\$10,000+	None	None

* The calendar month prior to the end of the monthly statement period will be used to determine fees and will appear as a charge on the statement you receive for the next monthly period.

[†] Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts fee-free at ATMs at participating 7-ELEVEN® stores, Murphy Oil USA®, MoneyPass® and Publix® supermarket locations. These ATMs are not owned or operated by Citibank. Not all functions are available at all ATMs. 7-ELEVEN® is a registered trademark of 7-Eleven, Inc.

^{**} Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Citibank ATM, please contact us for a full refund.

Fees

Monthly maintenance and non-Citibank ATM fees, when owed, will be deducted from your checking account and will appear on your next monthly statement. If you do not have a checking account, these fees will be deducted from your Basic Savings account. The monthly maintenance, Non-Citibank ATM, staff assisted bill payment and per check fees (if applicable) will be waived for a Basic Banking Package if our records show that the first-listed account owner is age 62 or more.

Citibank® EZ Checking Package

Package Features

The Citibank® EZ Checking Package is ideal for customers looking for a deposit account package. Balances from all eligible linked deposit accounts will count toward meeting average monthly balance requirements. The Citibank® EZ Checking Package consists of at least one of these component accounts: Regular Checking, Day-to-Day Savings, money market, or certificate of deposit. Only one checking account can be included in any Citibank® EZ Checking Package. Upon application and approval, a Checking Plus® (variable rate) credit line for overdraft protection can be linked to the checking account. For additional information about the various accounts in this package, please see the sections of this Marketplace Addendum titled "Information About Specific Accounts".

Minimum Opening Deposit

There is a \$100 minimum deposit required to open a Regular Checking account in a Citibank® EZ Checking Package. Please refer to the Rate Sheet for information about the minimum opening deposit requirements that may apply to all other accounts that may be included in this account package.

When Deposits Are Credited to an Account

Deposits received before the end of a Business Day (Refer to the Client Manual – Consumer Accounts for definition of "Business Day") will be credited to your account that day. However, there may be a delay before these funds are available for your use. See the "Funds Availability at Citibank" section of this Marketplace Addendum for more information.

COMBINED AVERAGE BALANCES FOR FEES AND CHARGES

Linked Accounts

The combined average monthly balances in the linked accounts within your Citibank® EZ Checking Package for the calendar month prior to the last Business Day of your monthly statement period will be used to determine whether or not you will be charged monthly maintenance fees for the statement period. Fees will appear as a charge on your next statement. With a minimum combined average balance in your Citibank® EZ Checking Package, your monthly maintenance fees will be waived. Upon application and approval, a Checking Plus® (variable rate) credit line for overdraft protection can be linked to the checking account in your Citibank® EZ Checking Package.

Balances in the linked accounts listed below will be included to determine your combined average balance.

Deposits
Regular Checking
Day-to-Day Savings
Money Market Accounts
Certificates of Deposit
Market Rate Account
Market Rate Plus Account

Combined Average Monthly Balance Range*	Monthly Maintenance Fee	Non-Citibank ATM Fee**	Per Check Fee
\$0 - \$1,499.99	\$9.50***	\$1.50 per withdrawal	None
\$1,500+	None	\$1.50 per withdrawal	None

* Average monthly balance or combined average monthly balances for the calendar month prior to the last Business Day of your monthly statement period will be used to determine fees which will appear as a charge on the statement you receive for the next monthly period.

† Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts fee-free at ATMs at participating 7-ELEVEN® stores, Murphy Oil USA, MoneyPass and Publix supermarket locations. These ATMs are not owned or operated by Citibank. Not all functions are available at all ATMs. 7-ELEVEN® is a registered trademark of 7-Eleven, Inc.

** Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Citibank ATM, please contact us for a full refund.

***If your account is charged a monthly maintenance fee, you can receive a \$1.00 rebate off that fee if during the statement period there is an automatic deduction by a third party that you have authorized.

Household Linking

If you have linked your Citibank® EZ Checking Package within a household, we will add the average monthly balances for the prior calendar month of the eligible linked accounts in the packages within the household (which includes those accounts in your Citibank® EZ Checking Package) to determine the combined average monthly balance range ("combined household balance") for purposes of determining your Citibank® EZ Checking Package monthly maintenance fee. For the calendar months where the combined household balance equals or exceeds the Citibank® EZ Checking Package requirement for eliminating monthly maintenance fees, you will not be charged a monthly maintenance fee for your Citibank® EZ Checking Package in your next monthly statement. For additional information about household linking, please see the section of this Marketplace Addendum titled "Household Linking of Account Packages".

Fees

Monthly maintenance fees and non-Citibank ATM fees, when owed, will be deducted from your Regular Checking account and will appear on your next monthly statement. If you do not have a Regular Checking account, these fees will be deducted from accounts in the order displayed below, depending on the combination of linked components you have in your Citibank® EZ Checking Package:

- Money market account (generally, in the order of first money market account opened); or
- Day-to-Day Savings account (generally, if no money market account, in the order of first opened Day-to-Day Savings account).

Special Circumstances

If a Regular Checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

Cancelled Checks

Neither original cancelled checks nor images of checks are included with your statement. You can view and print copies of checks presented within the past 12 months on www.CitibankOnline.com. If you need a copy of a cancelled check you may request a photocopy by calling CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch. Please refer to "Service Fees and Charges for All Accounts" in this Addendum for applicable fees.

Rate Calculations for Money Market Accounts

The interest that you earn on your money market account that is linked within a Citibank® EZ Checking Package will be paid at the lowest tiered rate established for the money market account, regardless of the balance in your money market account, except for the Citibank® Money Market Plus Account.

Citibank® Student Account Package

Package Features

The Citibank® Student Account Package is designed for students enrolled in an accredited undergraduate or graduate degree granting institution. The Citibank® Student Account Package consists of at least one of these component accounts: Regular Checking, Day-to-Day Savings, money market, or certificate of deposit. There is no monthly maintenance fee, non-Citibank ATM fee or per check fee as long as the student is enrolled in an eligible accredited institution. Upon application and approval, a Checking Plus® (variable rate) credit line for overdraft protection can be linked to the checking account. For additional information about the various accounts in this package, please see the sections of this Marketplace Addendum titled "Information About Specific Accounts".

After the earlier of the expected date of the student's graduation which you will provide to us at account opening or the date when the student is no longer enrolled in an eligible undergraduate or graduate degree granting institution, this package will be converted to a different Citibank banking package and your accounts will be subject to the terms and conditions then in effect for that package. We will contact you prior to account conversion and send you complete information about the banking package to which your account will be converted.

Minimum Opening Deposit

There is a \$100 minimum deposit required to open a Regular Checking account in the Citibank® Student Account Package. Please refer to the Rate Sheet for information about the minimum opening deposit requirements that may apply to all other accounts that may be included in this account package.

When Deposits Are Credited to an Account

Deposits received before the end of a Business Day (Refer to the Client Manual – Consumer Accounts for definition of "Business Day") will be credited to your account that day. However, there may be a delay before these funds are available for your use.

See the "Funds Availability at Citibank" section of this Marketplace Addendum for more information.

Household Linking

Balances from accounts in a Citibank® Student Account Package can contribute to the combined balances of a household that has another Citibank account package to avoid monthly maintenance fees, except for a Basic Banking Package or an Access Account Package. For additional information about household linking, please see the section of this Marketplace Addendum titled "Household Linking of Account Packages".

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Citibank® Student Account Package Fees

Monthly Maintenance Fee	Non-Citibank ATM Fee*	Per Check Fee
None	None	None

* Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts fee-free at ATMs at participating 7-ELEVEN® stores, Murphy Oil USA, MoneyPass and Publix supermarket locations. These ATMs are not owned or operated by Citibank. Not all functions are available at all ATMs. 7-ELEVEN® is a registered trademark of 7-Eleven, Inc.

* Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Citibank ATM, please contact us for a full refund.

Special Circumstances

If a Regular Checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

Cancelled Checks

Neither original cancelled checks nor images of checks are included with your statement. You can view and print copies of checks presented within the past 12 months on www.CitibankOnline.com. If you need a copy of a cancelled check you may request a photocopy by calling CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch. Please refer to "Service Fees and Charges for All Accounts" in this Addendum for applicable fees.

The Citibank® Account Package

Package Features

The Citibank® Account Package is a full service banking package which links all your eligible accounts together for ultimate control and simplicity. The Citibank® Account Package consists of at least one of these component accounts: Regular Checking or Interest Checking, Day-to-Day Savings, money market, or certificate of deposit. Only one checking account can be included in any Citibank® Account Package. The Citibank® Account Package includes unlimited check writing and ATM transactions with no non-Citibank ATM fee when you meet minimum balance requirements. For additional information about the various accounts in this package, please see the sections of this Marketplace Addendum titled "Information About Specific Accounts".

Minimum Opening Deposit

There is a \$100 minimum deposit required to open a Regular Checking or Interest Checking account in a Citibank® Account Package. Please refer to the Rate Sheet for information about the minimum opening deposit requirements that may apply to all other accounts that may be included in this account package.

When Deposits Are Credited to an Account

Deposits received before the end of a Business Day (Refer to the Client Manual – Consumer Accounts for definition of "Business Day") will be credited to your account that day. However, there may be a delay before these funds are available for your use.

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See the "Funds Availability at Citibank" section of this Marketplace Addendum for more information.

COMBINED AVERAGE BALANCES FOR FEES AND CHARGES

Linked Accounts

The combined average monthly balances in the linked accounts within your Citibank® Account Package for the calendar month prior to the last Business Day of your monthly statement period will be used to determine whether or not you will be charged monthly maintenance fees, non-Citibank ATM fees, or per check fees for the statement period. Any fees will appear as a charge on your next monthly statement. With a minimum combined average balance in your Citibank Account Package, your monthly maintenance fees, non-Citibank ATM fees, and per check fees will be waived. It's easy to maintain the minimum combined average monthly balance needed for fee waivers, because all your eligible Citibank linked accounts, including deposits, loans, and credit card balances, as well as investments through Citigroup Global Markets Inc.* can contribute towards meeting your minimum combined average monthly balance. Upon application and approval, a Checking Plus® (variable rate) credit line for overdraft protection can also be linked to the Citibank® Account Package.

* Investment products and services are provided through Citigroup Global Markets Inc., member SIPC. Citigroup Global Markets Inc. and Citibank are affiliated companies under the common control of Citigroup Inc.

SECURITIES:

- NOT FDIC INSURED
- NO BANK GUARANTEE
- MAY LOSE VALUE

Balances in the linked accounts listed below will be included to determine your combined balance range.

Deposits	Retirement Accounts	Loans and Lines of Credit	Investments	Credit Cards*
Checking (Non-Interest Regular Checking or Interest Checking)	IRAs and Roth IRAs, CGMI IRAs and Roth IRAs, and Keoghs (except Keogh plans with participants other than the account owner and spouse, or partners and their spouses)	Personal Loan Home Equity Line of Credit Home Equity Loan Checking Plus® Checking Plus® (variable rate) Ready Credit® Preferred Line Preferred Loan Mortgage	Investments held in your Linked CGMI Accounts, margin loans provided by CGMI and annuity** positions shown on Linked CGMI Account statements	Citi® branded credit cards
Day-to-Day Savings				
Money Market Accounts				
Certificates of Deposit				
Market Rate Account				
Market Rate Plus Account				

* Citibank MasterCard and Visa credit cards are issued by Citibank (South Dakota), N.A.

** Except tax-qualified annuities which includes annuities that qualify under Sections 401, 403, 408 and 457 of the Internal Revenue Code.

Linked Loans and Lines of Credit Balances

When considering loan and line of credit balances for combined balance calculations, the outstanding principal balance will be recognized – not the amount of the original loan or the total approved credit line. With your Citibank MasterCard and Visa

credit cards, your combined balance will include any current purchases and cash advances as well as any unpaid previous balances. Your combined balances do not include: balances in delinquent accounts; balances that exceed your approved credit limit for any line of credit or credit card; or outstanding balances in any line of credit or credit card account that is no longer open.

The following combined average monthly balance ranges have been established for the Citibank® Account Package.

Combined Average Monthly Balance Range*	Monthly Maintenance Fee	Non-Citibank ATM Fee***	Checking Account Per Check Fee
\$0 - \$5,999.99	\$12.50*** for Regular (Non-Interest) Checking or money market accounts or savings; \$15.00*** for Interest Checking	\$1.50 per withdrawal	\$0.50
\$6,000+	None	None	None

* Combined average monthly balances for the calendar month prior to the last Business Day of your monthly statement period will be used to determine fees which will appear as a charge on the statement you receive for the next monthly period.

† Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts fee-free at ATMs at participating 7-ELEVEN® stores, Murphy Oil USA, MoneyPass and Publix supermarket locations. These ATMs are not owned or operated by Citibank. Not all functions are available at all ATMs. 7-ELEVEN® is a registered trademark of 7-Eleven, Inc.

** Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Citibank ATM, please contact us for a full refund.

***If your account is charged a monthly maintenance fee, you can receive a rebate of up to \$3.00 off that fee by earning \$1.00 for each category of account transactions during the statement period:

- Direct Deposit
- Two (2) or more electronic bill payments you have made with CitiPhone Banking® (automated), Citi Mobile™ or Citibank® Online
- An automatic deduction initiated by a third party that you have authorized.

NOTE: The Citibank® Accounts opened prior to 5/1/00 are subject to a separate pricing schedule. Please refer to the agreement you received at your account opening, as may have been amended, for details.

Household Linking

If you have linked your Citibank® Account Package within a household, we will add the average monthly balances for the prior calendar month of the eligible linked accounts in the packages within the household (which includes those accounts in your Citibank® Account Package) to determine the combined average monthly balance range ("combined household balance") for purposes of determining your Citibank® Account Package monthly maintenance fee. For the calendar months where the combined household balance equals or exceeds the Citibank® Account Package requirement for eliminating monthly maintenance fees, you will not be charged a monthly maintenance fee for your Citibank® Account Package in your next monthly statement. For additional information about household linking, please see the section of this Marketplace Addendum titled "Household Linking of Account Packages".

Fees

Monthly maintenance fees, non-Citibank ATM fees, and per check fees when owed, will be deducted from your checking account and will appear on your next monthly statement. If you do not have a checking account, these fees will be deducted from accounts in the order displayed below, depending on the combination of linked components you have in your Citibank® Account Package:

- Money market account (generally, in the order of first money market account opened); or
- Day-to-Day Savings account (generally, if no money market account, in the order of first opened Day-to-Day Savings account).

Special Circumstances

If a checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

Cancelled Checks

Neither original cancelled checks nor images of checks are included with your statement. Check images can be included upon request. You must speak to a Customer Service Representative in order to sign up for this service. You can view and print copies of checks presented within the past 12 months on www.CitibankOnline.com. If you need a copy of a cancelled check you may request a photocopy by calling CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch. Please refer to "Service Fees and Charges for All Accounts" in this Addendum for applicable fees.

The Citigold® Account Package

Package Features

Citigold is our premium account package. The Citigold® Account Package allows you to combine your banking, credit, insurance, and investment information in one place. The Citigold® Account Package gives you access to:

- A dedicated team of professionals to help you plan and reach your financial goals;
- Financial planning tools, educational seminars and other resources to help broaden your financial knowledge;
- A wide range of investment products and services from Citigroup Global Markets Inc.*;
- Risk management and estate planning through long term care and life insurance*;
- Exclusive benefits, features and services including preferred pricing and fees on various bank and credit products that we offer.

* Investment products and services are provided through Citigroup Global Markets Inc., member SIPC. Insurance products are offered through Citigroup Life Agency LLC ("CLA"). In California, CLA does business as Citigroup Life Insurance Agency, LLC (license number 0656746). Citigroup Global Markets Inc., CLA and Citibank are affiliated companies. Each company is responsible for its own obligations.

SECURITIES AND INSURANCE PRODUCTS:

- NOT A BANK DEPOSIT
- NOT FDIC INSURED
- NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY
- NO BANK GUARANTEE
- MAY LOSE VALUE

The Citigold® Account Package must contain a Regular Checking or Citigold Interest Checking account. Only one checking account can be included in any Citigold® Account Package. It may also include Day-to-Day Savings, money market, or certificates of deposit. Upon application and approval, a Checking Plus® (variable rate) credit line for overdraft protection can be linked to the checking account. For additional information about the various accounts in this package, please see the sections of this Marketplace Addendum titled "Information About Specific Accounts".

Minimum Opening Deposit

There is a \$500 minimum deposit required to open a checking account in a Citigold® Account Package. Please refer to the Rate Sheet for information about the minimum opening deposit requirements that may apply to all other accounts that may be included in this account package.

When Deposits Are Credited to an Account

Deposits received before the end of a Business Day (Refer to the Client Manual – Consumer Accounts for definition of "Business Day") will be credited to your account that day. However, there may be a delay before these funds are available for your use. See the "Funds Availability at Citibank" section of this Marketplace Addendum for more information.

COMBINED AVERAGE BALANCES FOR FEES AND CHARGES

Linked Accounts

The combined average balances in the linked accounts within your Citigold® Account Package for the calendar month prior to the last Business Day of your monthly statement period will be used to determine your combined average balance. Your combined balance range during this period will be used to determine whether or not you will be charged a monthly maintenance fee for the statement period.

Balances in the linked accounts listed below will be included to determine your combined balance range.

Deposits	Retirement Accounts	Loans and Lines of Credit	Investments	Credit Cards*
Checking (Non-Interest Regular Checking or Citigold Interest Checking)	IRAs and Roth IRAs, CGMI IRAs and Roth IRAs, and Keoghs (except Keogh plans with participants other than the account owner and spouse, or partners and their spouses)	Personal Loan Home Equity Line of Credit Home Equity Loan Checking Plus® Checking Plus® (variable rate) Ready Credit® Preferred Line Preferred Loan Mortgage	Investments held in your Linked CGMI Accounts, margin loans provided by CGMI and annuity** positions shown on Linked CGMI Account statements	Citi® branded credit cards
Day-to-Day Savings				
Money Market Accounts				
Certificates of Deposit				
Market Rate Account				
Market Rate Plus Account				

* Citibank MasterCard and Visa credit cards are issued by Citibank (South Dakota), N.A.

** Except tax-qualified annuities which includes annuities that qualify under Sections 401, 403, 408 and 457 of the Internal Revenue Code.

Linked Loans and Lines of Credit Balances

When considering loan and line of credit balances for combined balance calculations, the outstanding principal balance will be recognized – not the amount of the original loan or the total approved credit line. With your Citibank MasterCard and Visa credit cards, your combined balance will include any current purchases and cash advances as well as any unpaid previous balances. Your combined balances do not include: balances in delinquent accounts; balances that exceed your approved credit limit for any line of credit or credit card; or outstanding balances in any line of credit or credit card account that is no longer open.

The following combined average monthly balance ranges have been established for the Citigold® Account Package. Your combined monthly balance range will be determined by computing an average of your monthly balances for your linked accounts during the prior calendar month.

Monthly maintenance fees are applied only to accounts with a combined average monthly balance range under the specified limits starting two (2) months after account opening. Maintenance fees assessed will appear as a charge on your next statement.

Combined Average Monthly Balance Range*	Monthly Maintenance Fee	Non-Citibank ATM Fee ^{†**}	Per Check Fee
\$0 - \$99,999.99	\$25.00	None	None
\$100,000 or more (excluding 1st mortgage)	None	None	None
\$250,000 or more (including 1st mortgage)	None	None	None

* Combined average monthly balances for the calendar month prior to the last Business Day of your monthly statement period will be used to determine fees which will appear as a charge on the statement you receive for the next monthly period.

† Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts fee-free at ATMs at participating 7-ELEVEN® stores, Murphy Oil USA, MoneyPass and Publix supermarket locations. These ATMs are not owned or operated by Citibank. Not all functions are available at all ATMs. 7-ELEVEN® is a registered trademark of 7-Eleven, Inc.

** Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Citibank ATM, please contact us for a full refund.

Household Linking

If you have linked your Citigold® Account Package within a household, we will add the average monthly balances for the prior calendar month of the eligible linked accounts in the packages within the household (which includes those accounts in your Citigold® Account Package) to determine the combined average monthly balance range ("combined household balance") for purposes of determining your Citigold® Account Package monthly maintenance fee. For the calendar months where the combined household balance equals or exceeds the Citigold® Account Package requirement for eliminating monthly maintenance fees, you will not be charged a monthly maintenance fee for your Citigold® Account Package in your next monthly statement. For additional information about household linking, please see the section of this Marketplace Addendum titled "Household Linking of Account Packages".

Fees

Monthly maintenance fees when owed, will be deducted from your checking account and will appear on your next monthly statement. If you close your checking account, these fees will be deducted from accounts in the order displayed below, depending on the combination of linked components you have in your Citigold® Account Package:

- Money market account (generally, in the order of first money market account opened); or
- Day-to-Day Savings account (generally, if no money market account, in the order of first opened Day-to-Day Savings account).

Special Circumstances

If a checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

Cancelled Checks

Neither original cancelled checks nor images of checks are included with your statement. Check images can be included upon request. You must speak to a Customer Service Representative in order to sign up for this service. You can view and print copies of checks presented within the past 12 months on www.CitibankOnline.com. If you need a copy of a cancelled check you may request a photocopy by calling CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch. Please refer to "Service Fees and Charges for All Accounts" in this Addendum for applicable fees.

Reimbursement of Other Bank ATM Fees

Other banks and ATM service providers may charge you a fee when you conduct a Citibank deposit account transaction using their ATMs. In any statement period, the first six (6) times that you use another bank's ATMs to conduct an ATM transaction from your Citibank deposit accounts you will receive reimbursement from Citibank for up to \$5.00 per transaction each statement period, if you meet one of the following criteria:

#1: Your Citigold® Account Package had a combined balance range of \$500,000 or more for the calendar month prior to the ATM transaction;

OR

#2: Your Citigold® Account Package was opened via Citibank® Online and, as of three (3) months after establishing your banking relationship online, your mailing address is outside a county where Citibank operates a Citibank branch;

OR

#3: Your Citigold® Account Package was opened in a Citibank branch in Delaware/Massachusetts/Pennsylvania or via Citibank® Online, CitiPhone Banking® or Citigold® Services and your account address at the time of account opening was in Delaware/Massachusetts/Pennsylvania.

The following packages are available only to customers who opened an Access Account Package or Citibank Everything Counts® Package on or before July 1, 2009:

Access Account Package

Package Features

The Access Account Package contains a Regular Checking account that does not offer a check writing feature and is designed as a standalone account package. With one low monthly fee you can utilize the benefits of a Regular Checking account, such as electronic bill payment, Citibank® Banking Card with the MasterCard® logo, and Citibank® Global Transfer Service. Upon application and approval, a Checking Plus® (variable rate) credit line for overdraft protection can be linked to your checking account package.

Minimum Opening Deposit

There is a \$50 minimum deposit required to open a Regular Checking account in the Access Account Package.

When Deposits Are Credited to an Account

Deposits received before the end of a Business Day (Refer to the Client Manual – Consumer Accounts for definition of “Business Day”) will be credited to your account that day. However, there may be a delay before these funds are available for your use.

See the “Funds Availability at Citibank” section of this Marketplace Addendum for more information.

Household Linking

The Access Account Package is a standalone package. Balances from other packages in the household are not used to offset monthly fees. Balances from accounts in an Access Account Package can contribute to the combined average monthly balances of a household that has another Citibank account package to avoid monthly maintenance fees in that package, except for a Basic Banking or Access Account Package. For additional information about household linking, please see the section of this Marketplace Addendum titled “Household Linking of Account Packages”.

Access Account Fees

Monthly Maintenance Fee	Non-Citibank ATM Fee [†]
\$3.00	\$1.50 per withdrawal

[†] Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts fee-free at ATMs at participating 7-ELEVEN® stores, Murphy Oil USA, MoneyPass and Publix supermarket locations. These ATMs are not owned or operated by Citibank. Not all functions are available at all ATMs. 7-ELEVEN® is a registered trademark of 7-Eleven, Inc.

* Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Citibank ATM, please contact us for a full refund.

Fees

Monthly maintenance and non-Citibank ATM fees, when owed, will be deducted from your checking account and will appear on your next monthly statement.

Special Circumstances

If a Regular Checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are

changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

Citibank Everything Counts® Package

Package Features

The Citibank Everything Counts® Package provides premier banking services with access to brokerage products and services through Citigroup Global Markets Inc.* including:

- Online stock trading and mutual fund trading status;
- Online access to your order and positions;
- Gold Citibank ATM card;
- Free checkbook orders; and
- No fee for stop payments, official checks, traveler's checks and money orders.

* Investment products and services are provided through Citigroup Global Markets Inc., member SIPC. Citigroup Global Markets Inc. and Citibank are affiliated companies under the common control of Citigroup Inc.

SECURITIES:

- NOT FDIC INSURED
- NO BANK GUARANTEE
- MAY LOSE VALUE

The Citibank Everything Counts® Package consists of at least one of these component accounts: Regular Checking, Interest Checking, Day-to-Day Savings, money market, or certificates of deposit. Only one checking account can be included in any Citibank Everything Counts® Package. Upon application and approval, a Checking Plus® (variable rate) credit line for overdraft protection can be linked to the checking account. For additional information about the various accounts in this package, please see the sections of this Marketplace Addendum titled “Information About Specific Accounts”.

Minimum Opening Deposit

There is a \$100 minimum deposit required to open a checking account in a Citibank Everything Counts® Package. Please refer to the Rate Sheet for information about the minimum opening deposit requirements that may apply to all other accounts that may be included in this account package.

When Deposits Are Credited to an Account

Deposits received before the end of a Business Day (Refer to the Client Manual – Consumer Accounts for definition of “Business Day”) will be credited to your account that day. However, there may be a delay before these funds are available for your use.

See the “Funds Availability at Citibank” section of this Marketplace Addendum for more information.

COMBINED AVERAGE BALANCES FOR FEES AND CHARGES

Linked Accounts

Combined average balances in the linked accounts within your Citibank Everything Counts® Package for the calendar month prior to the last Business Day of your monthly statement period will determine whether or not your Citibank Everything Counts® Package will be charged monthly maintenance fees, non-Citibank ATM fees, per check fees or staff assisted bill payment fees on your next monthly statement.

Balances in the linked accounts listed below will be included to determine your combined balance range.

Deposits	Retirement Accounts	Loans and Lines of Credit	Investments	Credit Cards*
Checking (Non-Interest Regular Checking or Interest Checking)	IRAs and Roth IRAs, CGMI IRAs, and Keoghs (except Keogh plans with participants other than the account owner and spouse, or partners and their spouses)	Personal Loan Home Equity Line of Credit Home Equity Loan Checking Plus* Checking Plus* (variable rate) Ready Credit* Preferred Line Preferred Loan Mortgage	Investments held in your Linked CGMI Accounts, margin loans provided by CGMI and annuity** positions shown on Linked CGMI Account statements	Citi® branded credit cards
Day-to-Day Savings				
Money Market Accounts				
Certificates of Deposit				
Market Rate Account				
Market Rate Plus Account				

* Citibank MasterCard and Visa credit cards are issued by Citibank (South Dakota), N.A.

** Except tax-qualified annuities which includes annuities that qualify under Sections 401, 403, 408 and 457 of the Internal Revenue Code.

Linked Loans and Lines of Credit Balances

When considering loan and line of credit balances for combined balance calculations, the outstanding principal balance will be recognized – not the amount of the original loan or the total approved credit line. With your Citibank MasterCard and Visa credit cards, your combined balance will include any current purchases and cash advances as well as any unpaid previous balances. Your combined balances do not include: balances in delinquent accounts; balances that exceed your approved credit limit for any line of credit or credit card; or outstanding balances in any line of credit or credit card account that is no longer open.

Combined Average Monthly Balance Range*	Monthly Maintenance Fee	Non-Citibank ATM Fee**	Per Check Fee	Staff Assisted Bill Payment Fee
Deposits and Retirement accounts ONLY				
\$0 - \$9,999.99	\$25.00	\$1.50 per withdrawal	\$0.50	\$4.95
\$10,000 or more	None	None	None	None
Deposits and Retirement accounts PLUS loans, investments, margin loans, credit cards and mortgages				
\$0 - \$19,999.99	\$25.00	\$1.50 per withdrawal	\$0.50	\$4.95
\$20,000 or more	None	None	None	None

* Combined average monthly balances from the calendar month prior to the last Business Day of your monthly statement period will be used to determine fees which will appear as a charge on your next monthly statement.

† Citibank customers can get cash, get information and transfer balances between eligible linked Citibank accounts fee-free at ATMs at participating 7-ELEVEN® stores, Murphy Oil USA, MoneyPass and Publix supermarket locations. These ATMs are not owned or operated by Citibank. Not all functions are available at all ATMs. 7-ELEVEN® is a registered trademark of 7-Eleven, Inc.

** Fees charged to you by other institutions for your transactions on non-Citibank ATMs are beyond Citibank's control and are in addition to the fees listed here. If you are charged a fee for the use of a Citibank ATM, please contact us for a full refund.

Household Linking

If you have linked your Citibank Everything Counts® Package within a household, we will add the average monthly balances for the prior calendar month of the eligible linked accounts in the packages within the household (which includes those accounts in your Citibank Everything Counts® Package) to determine the combined average monthly balance range ("combined household balance") for purposes of determining your Citibank Everything Counts® Package monthly maintenance fee. For the calendar months where the combined household balance equals or exceeds the Citibank Everything Counts® Package requirement for eliminating monthly maintenance fees, you will not be charged a monthly maintenance fee, non-Citibank ATM fee, per check fee, or a staff assisted bill payment fee for your Citibank Everything Counts® Package in your next monthly statement. For additional information about household linking, please see the section of this Marketplace Addendum titled "Household Linking of Account Packages".

Fees

Monthly maintenance fees, non-Citibank ATM fees, per check fees, and staff assisted bill payment fees, when owed, will be deducted from your checking account and will appear on your next monthly statement. If you do not have a checking account, these fees will be deducted from accounts in the order displayed below, depending on the combination of linked components you have in your Citibank Everything Counts® Package:

- Money market account (generally, in the order of first money market account opened); or
- Day-to-Day Savings account (generally, if no money market account, in the order of first opened Day-to-Day Savings account).

Special Circumstances

If a checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

Cancelled Checks

Neither original cancelled checks nor images of checks are included with your statement. Check images can be included upon request. You must speak to a Customer Service Representative in order to sign up for this service. You can view and print copies of checks presented within the past 12 months on www.CitibankOnline.com. If you need a copy of a cancelled check you may request a photocopy by calling CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch. Please refer to "Service Fees and Charges for All Accounts" in this Addendum for applicable fees.

Information About Specific Accounts

This section of the Addendum describes the features of the following accounts that are available:

- Regular Checking
- Interest Checking
- Citigold® Interest Checking
- Day-to-Day Savings
- Citibank® Money Market Plus Account
- Citibank® Premier Money Market Account
- Citibank® Savings Plus Account
- Citibank Market Rate Account
- Citibank Market Rate Plus Account
- Certificates of Deposit

Regular Checking

Account Features

Regular Checking is a non-interest bearing account available in all account packages.

Minimum Opening Deposit

The minimum opening deposit requirement for Regular Checking varies by account package type. See the applicable account package for details.

Fees

There is no separate monthly maintenance fee for a Regular Checking account. When a Regular Checking account is opened, it must be in a package and is subject to the applicable monthly maintenance, non-Citibank ATM and per check fees of the applicable account package as disclosed in the "Information About Account Packages" section of this Addendum.

Special Circumstances

If a Regular Checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date, after which the new account and package type will determine your rate.

Interest Checking

Account Features

Interest Checking is an interest bearing account available in the Citibank® Account Package and in the Citibank Everything Counts® Package.

Minimum Opening Deposit

There is a \$100 minimum deposit required to open an Interest Checking account.

Interest Rates

The interest rates for Interest Checking are variable, determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields please refer to a current rate sheet, call CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch.

When Interest Begins To Accrue

Money deposited to this account at a teller or a Citibank ATM before the end of any Business Day (or earlier posted time) begins to earn interest on the day you make the deposit; funds deposited at a Citibank ATM after the end of a Business Day (or earlier posted time) or on a non-Business Day earn interest from the next Business Day. (Please see the Client Manual – Consumer Accounts for definition of "Business Day".)

Interest Calculation Method and Rate Information

We use the average daily balance method to calculate the interest on Interest Checking accounts. This method applies a periodic rate to the average daily balance for the applicable monthly period. The average daily balance is calculated by adding the principal balance in the account for each day of the applicable monthly period and dividing that figure by the number of days in the period. The rate used to calculate interest for the period is the average of the daily periodic rates in effect during the period.

The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions.

Special Circumstances

If an Interest Checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date, after which the new account and package type will determine your rate.

Interest Compounding and Crediting

Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

Interest on Closed Accounts

No interest is paid on the account for the monthly period in which the account is closed.

Fees

There is no separate monthly maintenance fee for an Interest Checking account. When an Interest Checking account is opened, it must be in a package and is subject to the applicable monthly maintenance, non-Citibank ATM and per check fees of the applicable account package as disclosed in the "Information About Account Packages" section of this Addendum.

Citigold® Interest Checking

Account Features

Citigold® Interest Checking is an interest bearing account only available in the Citigold® Account Package.

Minimum Opening Deposit

There is a \$500 minimum deposit required to open a Citigold® Interest Checking account.

Interest Rates

The interest rates for the Citigold® Interest Checking account are variable, determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields please refer to a current rate sheet, call CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch.

When Interest Begins To Accrue

Money deposited to this account at a teller or a Citibank ATM before the end of any Business Day (or earlier posted time) begins to earn interest on the day you make the deposit; funds deposited at a Citibank ATM after the end of a Business Day (or earlier posted time) or on a non-Business Day earn interest from the next Business Day. (Please see the Client Manual – Consumer Accounts for definition of "Business Day".)

Interest Calculation Method and Rate Information

We use the average daily balance method to calculate the interest on Citigold® Interest Checking accounts. The average daily balance method applies a daily periodic rate to the average daily balance for the statement period. The average daily balance for the statement period is calculated by adding the principal balance in the account for each day during the statement period and dividing that figure by the number of days during the period that your account was open. The average daily balance is not used for the calculation of the interest rate paid on the account.

The rate used to calculate interest for the statement period is the average of the daily periodic rates in effect during the statement period. The rates paid on the account are tiered so that amounts in higher balance levels in the account can earn a different rate. When the balance exceeds the upper limit of a tier only the incremental amount in the higher tier will receive the rate paid for the higher balance range. This can result in your account earning a daily periodic rate that is a weighted average of the rates paid for the balances in each of the applicable tiers.

The daily periodic rate used in the interest calculation is determined by the average daily balance for interest calculation which is different than the average daily balance for the statement period because it is based upon the period that starts the Business Day before the first day of the statement period and ends the Business Day before the last day of the statement period. We will add the principal in the account for each day during this period and then divide that figure by the number of days during this period that your account was open to determine the average daily balance for interest rate calculation.

The following tiers have been established for interest rates for Citigold® Interest Checking. The same rate may be assigned to more than one tier.

Average Daily Balance Tiers for Interest Rate Calculation		
0 -	\$25,000 -	\$50,000
\$24,999.99	\$49,999.99	& over

The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions.

Special Circumstances

If a Citigold® Interest Checking account is converted to another type of checking account during a statement period, the account will earn the rate assigned to the new checking account (if any) during the entire statement period, including the period in which the account was the old checking account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case you will receive a final statement detailing your old account activity, including interest earned from your last statement date, after which the new account and package type will determine your rate.

Interest Compounding and Crediting

Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

Interest on Closed Accounts

No interest is paid on the account for the monthly period in which the account is closed.

Fees

There is no separate monthly maintenance fee for a Citigold® Interest Checking account. When a Citigold® Interest Checking account is opened, it must be in a Citigold® Account Package and is subject to the applicable monthly maintenance fees for that account package as disclosed in the "Information About Account Packages" section of this Addendum.

Day-to-Day Savings

Account Features

Day-to-Day Savings is a statement savings account that can be linked to most Citibank account packages. With your Citibank® Banking Card you can make deposits, transfer funds and make withdrawals conveniently at a Citibank ATM, over the phone or through Citibank® Online or Citi Mobile™. Your activity will be summarized in a periodic statement.

Minimum Opening Deposit

There is a \$100 minimum deposit required to open a Day-to-Day Savings account. We reserve the right to close the account if the account balance falls below the minimum balance.

Interest Rates

The interest rates for the Day-to-Day Savings account are variable, determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields please refer to a current rate sheet, call CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch.

Fees

Monthly maintenance fees for a Day-to-Day Savings account are based on the linked banking package that contains the Day-to-Day Savings account.

Uniform Transfers to Minors Accounts (UTMA) will not be charged a monthly service fee for Day-to-Day Savings accounts when the beneficiary is younger than 18 years of age and the UTMA is the sole account in a Basic Banking Package or a Citibank® Account Package. An UTMA with a beneficiary 18 years of age or older, or in any other account or package type regardless of age, will be subject to the terms and conditions of their package including fees and minimum balance requirements for fee waivers.

Interest Calculation Method

We use the daily balance method to calculate the interest on Day-to-Day Savings accounts. This method applies a daily periodic rate to the principal in the account each day. The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions.

Please refer to the rate sheet for additional rate information.

When Interest Begins To Accrue

Money deposited to this account before the end of any Business Day (or earlier posted time) begins to earn interest on the day you make the deposit; funds deposited at a Citibank ATM after the end of a Business Day (or earlier posted time) or on a non-Business Day earn interest from the next Business Day. (Please see the Client Manual – Consumer Accounts for definition of “Business Day”).

Interest Compounding and Crediting

Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

Interest on Closed Accounts

No interest is paid on the account for the monthly period in which the account is closed.

Transfer Limitations

The “Limits on Transfers” section of the Client Manual – Consumer Accounts applies to the Day-to-Day Savings account.

Citibank® Money Market Plus Account

Account Features

Your Citibank® Money Market Plus Account is a money market account that gives you the ability to earn short-term market rates in an FDIC-insured account. It also provides the convenience of account access through check writing, ATMs, via Citibank® Online, Citi Mobile™ or through CitiPhone Banking®, our automated telephone service. To open a Citibank® Money Market Plus Account we require you to have or open a linked checking account in one of the following account packages: Citibank® EZ Checking Package, Citibank® Student Account Package, The Citibank® Account Package, Citibank Everything Counts® Package or The Citigold® Account Package (“Eligible Packages”). The Citibank® Money Market Plus Account cannot be linked to or opened in a Basic Banking Package or an Access Account Package. You cannot open a Citibank® Money Market Plus Account as a standalone account in any account package.

Minimum Opening Deposit

There is a \$100 minimum deposit required to open a Citibank® Money Market Plus Account. We reserve the right to close the account if the account balance falls below the minimum balance.

Interest Rates

The interest rates for the Citibank® Money Market Plus Account are variable, determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields please refer to a current rate sheet, call CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch.

When Interest Begins To Accrue

Non-Cash items, such as checks, deposited to a money market account begin to earn interest on the date Citibank receives credit for the funds. This date will be no later than the second Business Day after the Business Day the check deposit is received. Cash deposits begin to earn interest on the Business Day the cash deposit is received. (Please see the Client Manual – Consumer Accounts for definition of “Business Day”).

Fees

There is no separate monthly maintenance fee for the Citibank® Money Market Plus Account. When a Citibank® Money Market Plus Account is opened, it must be in a package and is subject to the applicable monthly maintenance, non-Citibank ATM and per check fees of the applicable account package as disclosed in the “Information About Account Packages” section of this Addendum.

Interest Calculation Method and Rate Information

We use the average daily balance method to calculate the interest on Citibank® Money Market Plus Accounts. The average daily balance method applies a periodic rate to the average daily balance for the monthly period. The average daily balance is calculated by adding the principal balance in the account for each day of the applicable monthly period and dividing that figure by the number of days in the period.

The average daily balance in your Citibank® Money Market Plus Account for the calendar month prior to the end of the statement period determines the applicable tier for the statement period.

Account Balance Ranges for Rate Calculations

\$0 - \$9,999.99
 \$10,000 - \$24,999.99
 \$25,000 - \$49,999.99
 \$50,000 - \$99,999.99
 \$100,000 - \$499,999.99
 \$500,000 - \$999,999.99
 \$1,000,000 +

The same rate may be assigned to more than one balance range. We may pay different rates for the Citibank® Money Market Plus Account based upon which account package contains your Citibank® Money Market Plus Account and whether there is a linked checking account. Your rate(s) for the entire statement cycle will be based upon which account package contains your Citibank® Money Market Plus Account, and if the account contains a linked checking account, on the last day of that statement cycle. Please refer to the rate sheet for additional rate information.

The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions.

Special Circumstances

When you open a new Citibank® Money Market Plus Account, if your first account statement is issued in the same calendar month that you opened your account, the rate your Citibank® Money Market Plus Account earns for your first statement period will be based upon the balance in your Citibank® Money Market Plus Account at the start of business on the date of your statement.

If a Citibank® Money Market Plus Account is converted to another type of money market account during a statement period, the account will earn the rate assigned to the new money market account during the entire statement period, including the period in which the account was the old money market account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case, you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

If at any time your Citibank® Money Market Plus Account is not linked to a Citibank® Money Market Plus Eligible Package, the entire balance in your Citibank® Money Market Plus Account will earn interest at the lowest tiered rate established for the account regardless of the balance in your Citibank® Money Market Plus Account.

Interest Compounding and Crediting

Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

Linking

The balances in other Citibank accounts that are linked to the Citibank® Money Market Plus Account will not be included in the average balance calculation for the Citibank® Money Market Plus Account. The balance in the Citibank® Money Market Plus Account may be linked to contribute to the minimum balance requirements of eligible Citibank account packages.

Interest on Closed Accounts

If the account is closed before the end of the monthly statement period, interest will be paid for the number of days the account was open during the period in accordance with the following terms:

- If the account was open for more than a full monthly statement period, interest will be paid at the rate paid on the account for the prior monthly statement period;
- If the account was not open for a full monthly statement period, interest will be paid at the lowest rate paid on the account in any Citibank account package that was in effect on the day the account was opened regardless of the balance in the account or the account package containing your account.

Transfer Limitations

The "Limits on Transfers" section of the Client Manual – Consumer Accounts applies to the Citibank® Money Market Plus Account.

Citibank® Premier Money Market Account

Account Features

Your Citibank® Premier Money Market Account is a money market account that gives you the ability to earn short-term market rates in an FDIC-insured account. It also provides the convenience of account access through ATMs, via Citibank® Online, Citi Mobile™ or through CitiPhone Banking®, our automated telephone service. The Citibank® Premier Money Market Account does not provide check-writing access. To open a Citibank® Premier Money Market Account we require you to have or open a linked checking account in one of the following account packages: Citibank® EZ Checking Package, Citibank® Student Account Package, The Citibank® Account Package, Citibank Everything Counts® Package or The Citigold® Account Package ("Eligible Packages"). The Citibank® Premier Money Market Account cannot be linked to or opened in a Basic Banking Package or an Access Account Package. You cannot open a Citibank® Premier Money Market Account as a standalone account in any account package.

Minimum Opening Deposit

There is a \$1,000 minimum opening deposit required to open a Citibank® Premier Money Market Account. We reserve the right to close the account if the account balance falls below the minimum balance.

Interest Rates

The interest rates for the Citibank® Premier Money Market Account are variable, determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields, please call CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch.

When Interest Begins To Accrue

Non-Cash items, such as checks, deposited to a money market account begin to earn interest on the date Citibank receives credit for the funds. This date will be no later than the second Business Day after the Business Day the check deposit is received. Cash deposits begin to earn interest on the Business Day the cash deposit is received. (Please see the Client Manual – Consumer Accounts for definition of “Business Day”).

Fees

There is no separate monthly maintenance fee for the Citibank® Premier Money Market Account. When a Citibank® Premier Money Market Account is opened, it must be in a package and is subject to the applicable monthly maintenance, non-Citibank ATM and per check fees of the applicable account package as disclosed in the “Information About Account Packages” section of this Addendum.

Interest Calculation Method and Rate Information

We use the average daily balance method to calculate the interest on Citibank® Premier Money Market Accounts. The average daily balance method applies a periodic rate to the average daily balance for the monthly period. The average daily balance is calculated by adding the principal balance in the account for each day of the applicable monthly period and dividing that figure by the number of days in the period.

The Citibank® Premier Money Market Account earns interest determined by the average balance in the account and whether certain qualifying activity (defined below) occurred in the linked Citibank checking account during the calendar month that ends prior to the last Business Day in the statement period. The average balance in the Citibank® Premier Money Market Account for the calendar month prior to the end of the statement period determines the applicable tier for the statement period.

Account Balance Ranges for Rate Calculations

\$0 - \$9,999.99
 \$10,000 - \$24,999.99
 \$25,000 - \$49,999.99
 \$50,000 - \$99,999.99
 \$100,000 - \$499,999.99
 \$500,000 - \$999,999.99
 \$1,000,000 +

The same rate(s) may be assigned to more than one balance range. We may offer different base and accelerated rates for the Citibank® Premier Money Market Account depending upon which Citibank account package contains the account. Please see the applicable rate sheet for details.

The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions.

Citibank® Premier Money Market Account Qualifying Activity

To qualify for an accelerated rate in an interest rate tier during a statement period, one of the following qualifying activities must occur in your linked personal checking account during the calendar month prior to the end of the statement period (“Qualifying Activity”):

- Three (3) or more qualifying electronic bill payments with a combined minimum amount of \$25. Qualifying electronic bill payments are individual or recurring bill payments made via CitiPhone Banking®, Citibank® Online, CitiBusiness® Online, Citi Mobile™, and Staff Assisted Bill Payments¹. (Qualifying electronic bill payments do not include payments made by checks or internal transfer payments made to accounts of Citibank or its Citi affiliates); or

¹ Staff assisted bill payments are subject to a fee for each statement cycle that you utilize this service. Please refer to “Service Fees and Charges for All Accounts” in this Marketplace Addendum for fee information.

- Seven (7) or more qualifying signature debit card purchases using your Citibank Debit card. Qualifying purchases must be submitted through the MasterCard® Network and are those for which you do not use your PIN and either you or a merchant designates as a “credit” transaction (including purchases you sign for, small dollar purchases that do not require a signature and use of your Citibank® Debit MasterCard® with PayPass™, or other similar Access Device), Internet, phone and mail-order transactions. (Qualifying purchases do not include those initiated using a Personal Identification Number (PIN) or other transactions submitted through other payment processing networks); or
- One (1) direct deposit.

Special Circumstances

If you open a new Citibank® Premier Money Market Account in a Citibank® Premier Money Market Account Eligible Package, other than a Citibank® EZ Checking Package, and your first account statement is issued in the same calendar month that you open your account, the daily periodic rate used in the computation of interest is determined by the average daily balance for interest calculation. It is different than the average daily balance for the statement period because it is based upon the period that starts the first day that the account is opened and ends the Business Day before the last day of the statement period. We will add the principal in the account for each day during this period and then divide that figure by the number of days during this period that your account was open to determine the average daily balance for interest rate calculation.

Both an existing Citibank money market account that is converted into Citibank® Premier Money Market Account and a new Citibank® Premier Money Market Account will earn an accelerated rate during the first two statement periods regardless of qualifying activity in a linked checking account.

If a Citibank® Premier Money Market Account is converted to another type of money market account during a statement period, the account will earn the rate assigned to the new money market account during the entire statement period, including the period in which the account was the old money market account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case, you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

The interest that you earn on a Citibank® Premier Money Market Account that is linked to a Citibank® EZ Checking Package will be paid at the lowest tiered rate established for the account, regardless of the balance in your Citibank® Premier Money Market Account. A Citibank® Premier Money Market Account that is linked to a Citibank® EZ Checking Package is eligible for the base or accelerated rate of the lowest tier.

If at any time during any statement period a Citibank® Premier Money Market Account is not linked to a checking account in an Eligible Package, then the account will not earn an accelerated rate even if there was Qualifying Activity in the linked checking account during the calendar month prior to the end of the statement period.

Interest Compounding and Crediting

Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

Linking

The balances in other Citibank accounts that are linked to the Citibank® Premier Money Market Account will not be included in the average balance calculation for the Citibank® Premier Money Market Account. The balance in the Citibank® Premier Money Market Account may be linked to contribute to the minimum balance requirements of eligible Citibank account packages.

Interest on Closed Accounts

If the account is closed before the end of the monthly statement period, interest will be paid for the number of days the account was open during the period in accordance with the following terms:

- If the account was open for more than a full monthly statement period, interest will be paid at the rate paid on the account for the prior monthly statement period;
- If the account was not open for a full monthly statement period, interest will be paid at the lowest rate paid on the account in any Citibank account package that was in effect on the day the account was opened, regardless of the balance in the account or the account package containing your account.

Transfer Limitations

The "Limits on Transfers" section of the Client Manual – Consumer Accounts applies to the Citibank® Premier Money Market Account.

Citibank® Savings Plus Account

Account Features

Your Citibank® Savings Plus Account is a money market account that gives you the ability to earn short-term market rates in an FDIC-insured account. It also provides the convenience of account access through ATMs, Citibank® Online, Citi MobileSM or through CitiPhone Banking®, our automated telephone service. The Citibank® Savings Plus Account does not provide check-writing access. The Citibank® Savings Plus Account cannot be linked to or opened in a Basic Banking Package or an Access Account Package. The Citibank® Savings Plus Account can be opened as a standalone account in any account package except the Basic Banking package.

Minimum Opening Deposit

There is a minimum opening deposit of \$100 required to open the Citibank® Savings Plus Account. We reserve the right to close the account if the account balance falls below the minimum balance.

Interest Rates

The interest rates for the Citibank® Savings Plus Account are variable, determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields, please call CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch.

When Interest Begins To Accrue

Non-Cash items, such as checks, deposited to a money market account begin to earn interest on the date Citibank receives credit for the funds. This date will be no later than the second Business Day after the Business Day the check deposit is received. A cash deposit begins to earn interest on the Business Day the cash deposit is received. (Please see the Client Manual – Consumer Accounts for definition of "Business Day".)

Fees

There is no separate monthly maintenance fee for the Citibank® Savings Plus Account. When a Citibank® Savings Plus Account is opened, it must be in a package and is subject to the applicable monthly maintenance, non-Citibank ATM and per check fees of the applicable account package as disclosed in the "Information About Account Packages" section of this Addendum.

Interest Calculation Method and Rate Information

We use the average daily balance method to calculate the interest on Citibank® Savings Plus accounts. The average daily balance method applies a periodic rate to the average daily balance for the monthly period. The average daily balance is calculated by adding the principal balance in the account for each day of the applicable monthly period and dividing that figure by the number of days in the period.

The average daily balance in your Citibank® Savings Plus Account for the calendar month prior to the end of the statement period determines the applicable tier for the statement period. However, for Citibank® Savings Plus Accounts linked to a Citibank® EZ Checking Package, the interest rate you earn will always be paid at the lowest tiered rate established for the account regardless of account balance.

Account Balance Ranges for Rate Calculations

\$0 - \$9,999.99
\$10,000 - \$24,999.99
\$25,000 - \$49,999.99
\$50,000 - \$99,999.99
\$100,000 - \$499,999.99
\$500,000 - \$999,999.99
\$1,000,000 +

The same rate may be assigned to more than one balance range. We may offer different rates for the Citibank® Savings Plus Account depending upon which Citibank account package contains the account and if that account package contains a linked checking account. Please refer to the rate sheet for additional rate information.

The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions.

Special Circumstances

If you open a new Citibank® Savings Plus Account in a Citibank® Savings Plus Account Eligible Package, other than a Citibank® EZ Checking Package, and your first account statement is issued in the same calendar month that you open your account, the daily periodic rate used in the computation of interest is determined by the average daily balance for interest calculation. It is different than the average daily balance for the statement period because it is based upon the period that starts the first day that the account is opened and ends the Business Day before the last day of the statement period. We will add the principal in the account for each day during this period and then divide that figure by the number of days during this period that your account was open to determine the average daily balance for interest rate calculation.

If a Citibank® Savings Plus Account is converted to another type of money market account during a statement period, the account will earn the rate assigned to the new money market account during the entire statement period, including the period in which the account was the old money market account. This does not apply when you are changing your account type at the same time as you are changing your account package to or from a Citigold® Account Package. In this case, you will receive a final statement detailing your old account activity, including interest earned from your last statement date until your package change date, after which the new account and package type will determine your rate.

For a Citibank® Savings Plus Account that is linked to a Citibank® EZ Checking Package, interest will be paid at the lowest tiered rate established for the account, regardless of the balance in your Citibank® Savings Plus Account.

Interest Compounding and Crediting

Interest is compounded daily for the actual number of days your money is on deposit and is credited to your account monthly. Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

Linking

The balances in other Citibank accounts that are linked to the Citibank® Savings Plus Account will not be included in the average balance calculation for the Citibank® Savings Plus Account. The balance in the Citibank® Savings Plus Account may be linked to contribute to the minimum balance requirements of eligible Citibank account packages.

Interest on Closed Accounts

If the account is closed before the end of the monthly statement period, interest will be paid for the number of days the account was open during the period in accordance with the following terms:

- If the account was open for more than a full monthly statement period, interest will be paid at the rate paid on the account for the prior monthly statement period;
- If the account was not open for a full monthly statement period, interest will be paid at the lowest rate paid on the account in any Citibank account package that was in effect on the day the account was opened, regardless of the balance in the account or the account package containing your account.

Transfer Limitations

The "Limits on Transfers" section of the Client Manual – Consumer Accounts applies to the Citibank® Savings Plus Account.

Citibank Market Rate Account Citibank Market Rate Plus Account

Account Features

The Citibank Market Rate Account and the Citibank Market Rate Plus Account are special savings accounts with limited access and with special terms and conditions.

Interest Rates

The interest rates for the Citibank Market Rate Account and the Citibank Market Rate Plus Account are determined by Citibank at its sole discretion and can change at any time. For current interest rates and Annual Percentage Yields, please call CitiPhone Banking® at 1-800-627-3999 or stop by your nearest Citibank branch.

Minimum Opening Deposit and Maximum Balance

The minimum opening deposit is \$10,000. We reserve the right to close the account if the account balance falls below the minimum balance. The maximum balance (exclusive of interest) may not exceed \$1,000,000 without the consent of Citibank.

Additional Deposits and Withdrawals

Citibank Market Rate Account: Additional deposits and/or withdrawals can be made at any time after the first seven (7) days that your account is opened.

Citibank Market Rate Plus Account: Additional deposits and/or withdrawals can be made at any time after the first fourteen (14) days that your account is opened.

Withdrawals can be made only in the form of a transfer to a linked Citibank checking account. You may request a withdrawal at a Citibank branch, through CitiPhone Banking®, or by mail. Instructions to make transfers through CitiPhone Banking® must be received by CitiPhone Banking® no later than 2:00 PM Central Time to be effective on that Business Day.

Fees

There is no separate monthly maintenance fee for a Citibank Market Rate Account or a Citibank Market Rate Plus Account. When a Citibank Market Rate Account or Citibank Market Rate Plus Account is opened, it must be in a package and is subject to the applicable monthly maintenance, non-Citibank ATM and per check fees of the applicable account package as disclosed in the "Information About Account Packages" section of this Addendum.

Interest Calculation Method and Rate Information

We use the daily balance method to calculate the interest on the Citibank Market Rate Account and the Citibank Market Rate Plus Account. This method applies a daily periodic rate to the balance in the account each day.

The principal in the account is reduced based upon the transaction date when a withdrawal or other debit transaction occurs, which is not always the same as the posting date. The principal balance on which interest is calculated may not be the same as that appearing on your periodic statement if there have been intervening transactions. Please refer to the rate sheet for current rate and yield information.

When Interest Begins To Accrue

Money deposited to this account at a teller or a Citibank ATM before the end of any Business Day (or earlier posted time) begins to earn interest on the day you make the deposit; funds deposited at a Citibank ATM after the end of a Business Day (or earlier posted time) or on a non-Business Day earn interest from the next Business Day. (Please see the Client Manual – Consumer Accounts for definition of "Business Day".)

Interest Compounding and Crediting

Citibank Market Rate Account: Interest is compounded daily starting on the Business Day when the account is opened, and is credited every seven (7) days.

Citibank Market Rate Plus Account: Interest is compounded daily starting on the Business Day when the account is opened, and is credited every fourteen (14) days.

For both the Citibank Market Rate Account and Citibank Market Rate Plus Account, interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis.

Interest Adjustments

An interest adjustment for a transaction occurring during a statement period may be reflected on your statement in the next statement period rather than in the statement period in which it occurs.

Linking

The balances in other Citibank products that are linked to the Citibank Market Rate Account or the Citibank Market Rate Plus Account will not be included in the average balance calculation for the Citibank Market Rate Account or the Citibank Market Rate Plus Account. The balance in the Citibank Market Rate Account or the Citibank Market Rate Plus Account may be linked to contribute to the minimum balance requirements of eligible Citibank account packages.

Interest on Closed Accounts

If the account is closed before interest is credited, you will not receive the accrued interest.

Transfer Limitations

The "Limits on Transfers" section of the Client Manual – Consumer Accounts applies to the Citibank Market Rate Account and the Citibank Market Rate Plus Account.

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Certificates of Deposit

Account Features

Citibank offers a variety of Certificates of Deposit (CDs):

- 3-, 4-, 5-, 6-, 7-, 8-, 9-, and 10-Month CDs with monthly interest or interest at maturity.
- 1-Year CD with monthly interest or interest at maturity
- 13-, 18-, and 30-Month CDs, and 2-Year, 3-Year, 4-Year, and 5-Year CDs with monthly interest.

All our certificates are time deposits. With a time deposit, you agree to leave your funds in the account for a specific period, called the term. The last day of the term is called the maturity date. The maturity date is the first day on which you may withdraw funds without paying an early withdrawal penalty, explained below.

Minimum Opening Deposit

There is a \$1,000 minimum opening deposit required to open a Certificate of Deposit. No additional deposits are permitted during the term of the account. We reserve the right to close the account if the account balance falls below the minimum balance.

Rate Information

The interest rate and Annual Percentage Yield (APY) for all new and renewing CDs are fixed for the term of the CD. For a new CD, the interest rate and APY are based on the balance you deposit into the CD as disclosed on the applicable rate sheet delivered when your CD is opened.

CD Balance Ranges for Rate Calculations

\$0 - \$9,999.99
\$10,000 - \$24,999.99
\$25,000 - \$49,999.99
\$50,000 - \$99,999.99
\$100,000 - \$499,999.99
\$500,000 - \$999,999.99
\$1,000,000 +

The same rate may be assigned to more than one balance range. We may offer different rates for CDs depending upon which Citibank account package contains the CD and whether that Citibank account package contains a linked checking account on the day the CD is funded. Please see the applicable rate sheet for details.

For a renewing CD, the interest rate and APY will be those in effect on the date of CD renewal. Your interest rate and APY will be based on a number of factors related to your CD's status on the close of business on the last day of the 7-day grace period, including: the balance in your CD account; the Citibank account package that contains the CD account; and whether the Citibank account package contains a checking account.

If you change the term of the CD during the grace period, the rate for the renewal term will be determined based on the rate sheet in effect on the date of CD renewal.

Interest Rate Determination

We use the daily balance method to calculate the interest on CDs. This method applies a daily periodic rate to the balance in the account each day.

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When Interest Begins To Accrue

For a new CD, the opening deposit – whether a non-cash item, such as a check, or a cash deposit – begins to earn interest as of the Business Day the account is opened. For a renewing CD, non-cash items and cash deposits begin to earn interest on the Business Day the deposit is received. (Please see the Client Manual – Consumer Accounts for definition of “Business Day”).

Interest Compounding and Crediting

Interest is compounded daily starting on the Business Day when the account is opened, and is credited to your account monthly (except on CDs with the interest at maturity feature, where interest is credited to the account on the maturity date). Interest is computed using a 365-day year except in leap years when interest may be computed on a 366-day basis. Interest is credited to your account after the close of business on the last day of the month for all CDs. You may also choose a CD of one year or less that pays interest at maturity instead of monthly. Since some months are slightly longer than others, the amount of interest you earn may vary slightly from one month to another. Interest is paid up to but not including the maturity date. If you open your account during the last week of any month, interest from the date opened to the end of the month may be included in the interest payment for the first full month that the account is open.

Early Withdrawal Penalties

When you open a Certificate of Deposit, you agree to keep the principal on deposit with us for the term you have selected. We will impose a substantial penalty if you withdraw any principal before the maturity date. It may be necessary to deduct all or a portion of the penalty from the principal amount of the deposit.

The early withdrawal penalty based on the term of the CD will be assessed according to the chart below:

CD Term	Penalty
1 year or less	90 days simple interest
More than 1 year	180 days simple interest

Early withdrawal penalties are calculated on the amount of the principal withdrawn. There is no early withdrawal penalty if the account owner dies or is declared legally incompetent.

Automatic Renewal and Grace Period

All CDs renew automatically at maturity for the same term unless we receive other instructions. The renewal CD will be for the same term, but at the interest rate currently being offered. There is a 7-calendar day grace period after the maturity date, during which additional funds can be deposited and funds can be withdrawn without paying an early withdrawal penalty.

Interest Withdrawal

You may withdraw interest from your Certificate of Deposit at any time during the term after it has been credited without an early withdrawal penalty. You may request to have credited interest deposited to another account you have with us or sent to you in the form of a check. If your account renews automatically, after the grace period your interest will be added to your principal balance and will no longer be available for withdrawal without penalty.

The Annual Percentage Yield on your account assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

Fees

There is no separate monthly maintenance fee for a Certificate of Deposit.

Linking

The balances in other Citibank accounts that are linked to the account will not be included in the balance calculation for rate determination of your Certificate of Deposit account. The balances in your Certificate of Deposit account may contribute to the balances of eligible Citibank account packages for the purposes of package fee determination.

CITIBANK OPTION CERTIFICATE OF DEPOSIT

Account Features

The Citibank Option Certificate of Deposit is a special one-year term CD that allows you to transfer the entire balance during the term to a Citibank one-year CD, without penalty.

All terms and conditions for Certificate of Deposit accounts as contained in the “Certificates of Deposit” section of this addendum apply to the Citibank Option CD except as noted below.

Additional Deposits

Additional deposits of funds to the account at the time you exercise your option to convert the account to a standard one-year CD are allowed. The original deposit amount and accrued interest will be converted at the prevailing one-year CD rate.

Rate Information

The interest rate and Annual Percentage Yield (APY) for all new and renewing CDs are fixed for the term of the CD or to the point that you exercise your option to convert to a standard one-year CD. If you exercise your option, the term for the regular one-year CD will begin on the following Business Day and extend for one year. The rate for the one-year CD will be determined using the rate sheet in effect on the Business Day that your one-year CD begins.

Option Limitations

You may exercise your option to transfer the entire balance to a standard one-year CD only once without penalty. Once you have exercised your option and the CD is converted to a Citibank one-year CD, all standard terms and conditions governing Citibank CDs will apply.

Automatic Rollover

If you do not exercise your option during the term of the Citibank Option CD, the CD will automatically renew for another term of one year as a Citibank Option CD with the same terms and conditions.

If you do exercise your option, your account will renew as a standard Citibank one-year CD without the option feature.

Investment Account Linking

The section deals with your ability to link certain investment accounts available through Citigroup Global Markets Inc., our affiliate, to certain account packages.

Linking Your Account to a Citigroup Global Markets Inc. Investment Account

You can open a Citigroup Global Markets Inc. investment account and link that account to your Citibank® Student Account Package, Citibank® Account Package, Citibank Everything Counts® Package, your Citigold® Account Package or your Citi Private Bank Interest Checking Account, provided that the account titles are identical.

Linking your Citibank® Account Package, Citibank® Student Account Package, Citibank Everything Counts® Package, Citigold® Account Package or your Citi Private Bank Interest Checking Account to a Citigroup Global Markets Inc. Account ("Linked Investment Account") has many advantages, such as being able to view the balances in your Linked Investment Account using Citibank® Online or Citi MobileSM, and at ATMs located in Citibank branches. In addition, eligible balances in your Linked Investment Account are currently counted toward relationship pricing of your Citibank® Account Package, Citibank Everything Counts® Package, Citigold® Account Package or your Citi Private Bank Interest Checking Account.

Household Linking Of Account Packages

This section explains certain features of linking account packages within a household. When you link together eligible account packages of two or more members of a household, the combined balances of the accounts in those account packages can provide each household member with certain additional benefits.

If you reside in a household where two or more eligible members each have at least one account in a separate eligible Citibank account package, and you link those eligible account packages together, we can make the features and benefits of our relationship pricing structure available to those household members. In most cases, eligible accounts belonging to all household members can be counted towards the combined household balance for purposes of determining whether account maintenance fees and certain other account charges will be assessed and for determining eligibility for benefits associated with higher balance tiers or ranges.

Certain Citibank account packages opened through International Personal Banking, Citigold International or Global Executive Banking, Citi Private Bank, and account packages opened for Non-Resident Aliens, may be ineligible for linking to another account package.

We define a "household" as an account owner and members of the account owner's immediate family who reside at the same address. When asking us to link account packages you agree that your request will comply with any limitations applicable to the account packages that you ask to be linked. Under federal regulations:

- When any account package includes an account with one of our affiliates, immediate family members whose accounts can contribute pricing benefits are limited to the account owner and spouse; the account owner's parents, step-parents, siblings, step-brothers, step-sisters, children, step-children, grandchildren and their spouses.
- When any account package includes a retirement account, that package can only contribute to pricing benefits for the retirement account owner and spouse; the retirement account owner's parents and grandparents, and the retirement account owner's children, siblings and their spouses.

Important: When household members' account packages are linked for combined balances, statements for each linked account package may show the household combined balance range. As a result, household members may be able to deduce approximate balances of other members in the household when account packages are linked. Therefore, when deciding whether to link household account packages, customers should evaluate their privacy needs within the household, along with their need for the rate and fee advantages.

Overdraft Protection

This section outlines two optional services that are designed to help you cover overdrafts in your checking account. Availability is not automatic. Ask us for application and enrollment information.

Checking Plus® (variable rate)

Checking Plus is a revolving personal line of credit account linked to your Citibank checking account that provides overdraft protection and allows you to borrow the extra cash you need. You can write checks or withdraw cash at any time directly from your credit account – without overdrawing your checking account – up to your available credit limit. The terms of a Checking Plus (variable rate) account are included in a separate agreement and disclosure which you will receive at account application or shortly thereafter.

For all Checking Plus® and
 Checking Plus® (variable rate) customers:

Please refer to your Checking Plus or Checking Plus (variable rate) Agreements and Disclosures, as applicable, for terms and conditions relating to transfers from Checking Plus or Checking Plus (variable rate) Accounts.

Safety Check

Safety Check covers overdrafts with transfers from your linked money market or Day-to-Day Savings account. Safety Check will not permit you to get cash or transfer funds from your checking to other accounts if there are insufficient funds in your checking account. Safety Check will also not permit transfers for Bill Payments made out of your checking account. The linked contributing account also covers the use of deposited funds that are not yet available in your checking account.

Contributing Accounts

When you sign up for Safety Check, you may select one account you maintain at Citibank as your "Contributing Account." It can be either a Day-to-Day Savings or money market account. Other types of deposit accounts are not eligible Contributing Accounts. Only available funds in your Contributing Account can be used for Safety Check coverage. If the checking or Contributing Account is a joint account, all owners must authorize Safety Check coverage.

When Safety Check is used to cover your use of deposited funds in your checking account that are not yet available (uncollected), a like amount in your Contributing Account will be held until the deposited funds become available. The funds held in your Contributing Account are not transferred to the checking account and will continue to earn interest. Since no transfer of funds occurs, there is no transfer fee for use of this service in this circumstance.

Safety Check Transfers

Safety Check transfers from your Contributing Account will be made in the amount needed to cover your overdraft and any applicable fees, rounded up to the next \$100 increment, not to exceed the available balance in your contributing account.

Transfers

No more than \$99,999.99 per calendar month will be transferred from your Day-to-Day Savings account, or per monthly period from your money market account, to cover overdrafts or use of uncollected funds in your checking account. If one or more transactions cause your checking account to have a negative available balance on a given day, and if you have available funds in your Contributing Account to cover them, only one transfer will be processed for the total amount transferred to cover the transactions. Federal regulations require Citibank to limit the total number of certain kinds of transfers (including Safety Check transfers) from your Contributing Account. The total permitted from Day-to-Day Savings and money market accounts is six per statement period. For details, see "Limits on Transfers" under "Account Transactions" in your Client Manual. If the total number of transfers has reached the applicable limit, no Safety Check transfers will be made for the remainder of that calendar month or statement period, and checks which overdraw your checking account will be returned.

Overdraft Protection Transfer Fee

We will charge an Overdraft Protection Transfer Fee each day we cover an overdraft by transferring money from your Checking Plus account, Checking Plus (variable rate) account, or Safety Check Contributing Account. The Overdraft Protection Transfer Fee will be charged once per day to the account that receives the transfer. This fee is waived for Citigold and Citi Private Bank customers. Please refer to "Service Fees and Charges for All Accounts" in this Marketplace Addendum for fee information.

Funds Availability at Citibank

GENERAL POLICY

Our policy is to generally make funds from checks you deposit to your checking, savings, or money market account available to you immediately on the same Business Day we receive your deposit. Funds from electronic direct deposits and incoming wire transfers are available to you on the same Business Day we receive your deposit. Deposits of cash are generally available to you immediately, except if made at a Proprietary Citibank ATM in which case they will be made available for withdrawal no later than the Business Day after the Business Day of deposit. Check deposits made at ATMS located in 7-ELEVEN® Convenience Stores are generally made available in accordance with the policies set forth on page 43 of this Section.

¹ 7-ELEVEN® is a registered trademark of 7-Eleven, Inc. ATMs at 7-ELEVEN® locations are not owned or operated by Citibank. Not all functions, including deposits of cash, can be performed at these ATMs.

Check Deposits Given Special Availability

Funds from the following types of checks are available immediately on the Business Day of deposit if made with a teller:

- U.S. Treasury Checks, Federal Reserve Bank Checks, Federal Home Loan Bank Checks, U.S. Postal Money Orders
- Citibank, N.A. Checks (Checks drawn on a Citibank branch located in the same geographical area² as the Citibank branch accepting the check for deposit.)
- Cashier's Checks, Teller Checks, Certified Checks, Travelers Checks
- State and Local Government Checks issued by the State or by the general purpose units of the Local Government

² California and Nevada are considered to be in the same geographical area.

Special Deposit Procedures

You must utilize the following procedures to receive special availability for deposits of State and Local Government Checks, Cashier's Checks, Teller's Checks, Certified Checks, and Travelers Checks: Take your check deposit to a teller and advise the teller that you have a check eligible for immediate availability. The teller will help you complete a special deposit ticket.

If you deposit any of the types of checks described above at a Proprietary Citibank ATM, your deposit will become available no later than the Business Day after the Business Day of deposit.

Determining the Effective Date of Your Deposit

A Business Day is any day of the week that is not a Saturday, Sunday or bank holiday. Transactions you initiate on a non-Business Day will be considered to have an effective posting date of the next Business Day. The end of Business Day varies among our branches. The end of Business Day is posted at each branch. If you make a deposit after the close of a Business Day or on a weekend or holiday, your deposit will be considered received on the next Business Day. Please note that the end of Business Day for transactions at Proprietary Citibank ATMs may be different than transactions done in a branch. The end of Business Day for check deposits at ATMS located in select 7-ELEVEN® Convenience Stores is 4:30 PM. Deposits made at these locations after 4:30 PM will be considered received on the next Business Day. If you need specific information about transaction cut-off times, speak with a Financial Associate.

Longer Delays May Apply

In some cases we will not make all the funds that you deposit by check available to you in accordance with our general policies. Should this occur, we will notify you at the time you make the deposit. We will also tell you when the funds will be available. If your deposit is not made directly with one of our tellers, or if we decide to take this action after you have left the branch, we will mail you the notice by the next Business Day.

If you need the funds from a deposit right away, please ask us when the funds will be available.

Depending on the type of check that you deposit, funds will be available no later than the 4th Business Day after the Business Day of your deposit. The first \$100 of your total Business Day's deposits will be available immediately on the Business Day of deposit if made with a teller or at a Proprietary Citibank ATM.

Check Deposits at Automated Teller Machines located in 7-ELEVEN® Convenience Stores.

Our general policy is to make funds from checks you deposit to your checking accounts made at these select locations available on the same Business Day we receive your deposit. Check deposits made to your money market account are generally available on the Business Day after the Business Day of deposit. Check deposits made to your savings account will be made available in accordance with our "Standard Availability Schedule" appearing below. See the section entitled "Determining the Effective Date of Your Deposit" for important information for determining the Business Day of your deposit.

Check deposits to your checking, savings or money market account of the type described under the "Check Deposits Given Special Availability" section on the preceding page will be made available on the same Business Day we receive your deposit.

STANDARD AVAILABILITY SCHEDULE (CHECK DEPOSITS TO SAVINGS ACCOUNTS AT ATMS LOCATED IN SELECT 7-ELEVEN® CONVENIENCE STORES)

Citibank's Standard Availability Schedule

The following schedule applies to check deposits to savings accounts made at ATMs located in 7-ELEVEN® Convenience Stores, and to any other check deposits that are not provided expedited availability in accordance with our general policy. The schedule shows the number of Business Days (after the Business Day of deposit) that it will take for check deposits to savings accounts to become available.

The second column in the schedule shows the number of Business Days (after the Business Day of deposit) that it will take for check deposits of \$5,000 or less to become available for withdrawal.

The third column shows the number of Business Days (after the Business Day of deposit) that it will take for check deposits in excess of \$5,000 to become available for withdrawal. When you make a deposit (or multiple check deposits) in the course of a Business Day, the portion in excess of \$5,000 will likewise be available based on the third column.

Standard Availability Schedule		
	Deposits of \$5,000 or less	Deposits of more than \$5,000
All Check Deposits	3 Business Days	4 Business Days

The First \$100

The first \$100 of the total amount of your Business Day's check deposits to your savings account will be made available on the Business Day following the Business Day of deposit.

Additional \$400

For check deposits of \$5,000 or less, an additional \$400 will be available on the second Business Day after the Business Day of deposit.

SPECIAL RULES FOR NEW CUSTOMERS

You are considered a new customer if you have not had an account at Citibank for at least thirty (30) days prior to your opening the account. For the first thirty (30) days, the following exceptions to Citibank's funds availability policies and schedules apply:

1. You will be entitled to all the benefits described in the "Check Deposits Given Special Availability" section of your Marketplace Addendum.
2. For check deposits not entitled to special availability your deposit will become available on the 5th Business Day after the Business Day of deposit.

EXCEPTIONS

Collection Items

We may require that any check you present for deposit be sent out for collection. That is, your funds will be available after we have received payment from the bank on which the check is drawn. You will be charged a fee for this service. Please refer to "Service Fees and Charges for All Accounts" in this Marketplace Addendum for applicable fees.

Checks That May Not Be Collectible

Occasionally, a check is given to Citibank that we decide not to accept for deposit or payment because we doubt the collectibility of the funds. When this happens, we will return the check to you or, if you request, send the check out for collection. On other occasions, we may learn that a check we accepted for deposit may not be honored. Should this happen, we will delay the availability of the deposit for a reasonable period of time until the check is either paid or returned. In all cases, we will notify you of the action we take.

Foreign Checks

Checks that are drawn on banks outside the United States are generally sent for collection. Your account will be credited for the US dollar equivalent of the check based upon a timetable which reflects when we would customarily receive payment from the bank on which the item is drawn.

Events Beyond Our Control

In the event that we are unable to conduct business due to an interruption of communication facilities, suspension of payments by another bank, war, other emergency conditions or other circumstances beyond our control, it may be necessary to increase some or all of the time periods specified in these availability schedules. If this happens, we will try to inform you if possible.

Redeposit of Check(s) Returned Unpaid

We reserve the right to extend the time within which these checks become available.

Overdrafts

We may delay the availability of the deposit if you have overdrawn your account or have had frequent returned deposits.

Double-Endorsed Checks

When you deposit a check into your Citibank account, we ask you to endorse it with your signature or endorsement stamp. However, we reserve the right to refuse to accept for deposit any check that is not made payable directly to you. A double-endorsed check is one that is made payable to someone else and then endorsed to you by that person. In some cases, we will accept such checks on a "collection basis," which means that the funds will not be available to you until we have received payment from the bank on which the check is drawn. If you deposit a double-endorsed check by mail or at any of our automated facilities, we may return the check to you.

Bank's Right to Chargeback

The Bank's policy on availability of funds from checks that you deposit will not affect your obligation to repay the Bank for any check that you deposit that is not paid, nor will it affect the Bank's right to charge back your account or to obtain reimbursement for any check that is not finally paid for any reason.

Changes to Our Policy

We will notify you of any change to these Funds Availability policies as required by applicable law.

Service Fees and Charges for All Accounts

Service	Regular Fees*	Citigold Account Package Fees
Bond Coupon Redemption (per series)	\$10.00	WAIVED
Checkbook Orders	Varies	WAIVED ¹
Checking Account Closing (within 90 days of opening)	\$25.00	\$25.00
Citibank® Global Transfer Service ²	Varies	Varies
Clerical Research (per hour, one-hour minimum)	\$25.00	\$25.00
Collection of Checks Drawn on Foreign Bank ³	\$30.00	\$30.00
Collection of Notes and Sight Drafts on Domestic Bank	\$25.00	\$25.00
Consular/Verification Letter	\$25.00	WAIVED
Copy of Cancelled Checks ⁴	\$5.00	WAIVED
Counter Checks	\$5.00	WAIVED
Deposited Check Returned Unpaid	\$10.00	WAIVED
Domestic Bank Collections ³	\$25.00	\$25.00
Foreign Currency Exchange: • \$1,000 and over • Under \$1,000	No Charge \$5.00	No Charge WAIVED
Interim Statement	\$5.00	WAIVED
Legal Process Compliance (levies, attachments, etc.) per defendant	\$125.00	\$125.00
Miscellaneous Copies (IRS Forms 1099, Deposit Ticket, etc.)	\$5.00	WAIVED
Money Order for Customers	\$5.00	WAIVED
Official Check	\$10.00	WAIVED
Overdraft Protection Transfer Fee	\$10.00	WAIVED
Overdraft Fee (for example, Check/Item Returned/Paid Against Insufficient/Unavailable Funds. An insufficient funds item may be created by check, in-person withdrawal, or transfer, draft, ACH transaction or other electronic means.) ^{††}	\$34.00	\$34.00
Quicken (Per Monthly Statement Period)	\$9.95	WAIVED ⁵
Safe Deposit Box Annual Rental	Varies	See below ⁶
Staff Assisted Bill Payments (Per Monthly Statement Period)	\$4.95	WAIVED
Statement Copy (previous month)	\$5.00	WAIVED
Stop Payment Request	\$30.00	WAIVED
Travelers Checks	1.5%	WAIVED
Wire Transfer: • Incoming Domestic and International • Outgoing Online Domestic • Outgoing Domestic • Outgoing Online International • Outgoing International • Outgoing International Remittance Wire ⁷	\$10.00 \$18.75 \$25.00 \$30.00 \$40.00 Varies	WAIVED \$12.50** \$25.00 \$20.00** \$40.00 Varies
Fees and Charges related to specific account types specified elsewhere are incorporated herein	As specified elsewhere	As specified elsewhere
Fees and Charges related to specific transactions or activities specified elsewhere are incorporated herein	As specified elsewhere	As specified elsewhere

Notes to "Service Fees and Charges for All Accounts"

- * Regular fees apply to accounts that are not Citigold® Accounts.
- ** This fee will be waived for Citigold® Account Packages that had a combined balance of \$500,000 or more for the monthly period that was two (2) calendar months before the date of the transaction.
- †† Overdraft fee will not be assessed more than four (4) times per day. An overdraft fee may also be charged whenever a service fee or charge is deducted from your account and either causes your account to be overdrawn or increases the amount by which your account is overdrawn. For more information, please refer to the "Insufficient Account Balances" section of the Client Manual – Consumer Accounts.
- 1 Fee for standard Citigold® design checkbook is waived. A fee will be charged for non-standard design checkbook order. Fee for non-standard design checkbook order will be waived provided your Citigold® Account Package had a combined average balance of \$500,000 or more for the monthly period that was two (2) calendar months before the date of the transaction.
- 2 Fees for using the Citibank® Global Transfer Service, available at Citibank branches, Citibank ATMs and through Citibank® Online, are listed in the "Electronic Banking" section of the Client Manual – Consumer Accounts under "Types of Transfers; Limitations".
- 3 Additional fees may apply as a result of fees charged for collection of the item by other institutions.
- 4 If you do not receive check images with your statement, you are permitted two (2) free copies of cancelled checks per monthly statement period, then \$5.00 per check thereafter.
- 5 Monthly fee of \$9.95 will be waived for any statement cycle provided you maintain a combined average balance of \$100,000 and above (or \$250,000 and above with the inclusion of your Citibank first mortgage balance). Fee will be assessed if combined average balance requirement is not met.
- 6 One safe deposit box annual fee waiver of \$125 or less per Citigold® Account Package. Safe deposit boxes valued in excess of \$125 will be discounted by 50% (Fifty Percent). Safe deposit box discounts are subject to availability in the Citibank branches.
- 7 For Ecuador and the Dominican Republic, \$5.00 for Account to Account transfers and \$8.00 for Cash Pick-ups.

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Personal Banker Foundations

Participant Guide
North America Consumer



Citi Learning



Disclosures

The information contained in this learning meets Citi standards for securing personally identifiable information (PII).

Account information while appearing to be accurate is masked following approved UAT guidelines.

The combination of account information with customer name and demographics do not reflect true account owners.

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Original Printing: 01/2006

Revised: 03/04/13 kc, mjb,cmp

HB# 5331, v20

Consumer End-to-End Sales Process

1. Build Rapport

- Stand, welcome client to Citibank, extend your hand & introduce yourself. Acknowledge waiting clients.
- Use the client's name
- Eye contact
- Smile
- Thank the client

2. Gather Information

- Leverage key open & close ended questions, follow-up questions to gather as much information about the client.
- Actively listen and summarize conversation and log information throughout using the fields on EDB1/EDB2 & Notepad.

NEW TO BANK CLIENT

(No Citibank Relationship and/or PWM, Card and CnM Mortgage Relationship Only):

LEAD WITH CITIPLANNER...

1. Go to the Eclipse "Greet" screen & "Search" for the Prospect.
 - If a CBNA record is listed, preview the 360 screen and \$ Icon for any targeted offers.
 - If client is not found (or no CBNA record is listed), "Create New Prospect."
2. Click "Go to CitiPlanner" to access EDB1/EDB2 to capture client data.
3. Proceed to Recommend Solutions & Implement Solutions steps as noted below to complete account opening.
4. If you discussed any offers with the client, toggle back to Eclipse & click on the \$ Icon or Opportunities tab to disposition the offer via the "New Offer" screen.

EXISTING CLIENT

(Servicing or New Account Transactions):

LEAD WITH eCRM...

1. Greet the client in Eclipse.
2. Review Client Profile and Balance Sheet in 360 as well as Customer Notification Pop-ups to understand existing relationship and uncover any existing or potential needs.
3. Review the \$ Icon & POS tab to see if the client has any targeted offers.
4. Assess client's complete financial needs by asking questions and updating CitiPlanner.
 - Complete CitiPlanner Goal Module (if applicable).

3. Recommend Solutions

NEW TO BANK CLIENT:

1. Recap Needs and enter the recommended Package (including transactional, borrowing or savings solutions) into the Product/Service Palette on EDB1.
2. Review features of recommended products and services and cite benefits that tie back to client's stated needs.
 - Leverage *Plain Talk Guide* to discuss standard features that come with a Citibank Relationship, ways to avoid or reduce fees and introduce ThankYou® for further cross-sell.
3. Confirm acceptance of recommendations and update the Product/Service Palette on EDB1.
 - Provide "Personalized Financial Analysis" pages to the client to review during the account opening process.

EXISTING CLIENT:

1. Recommend products and services that would satisfy the client's complete needs, including any applicable offers.
 - Leverage *Plain Talk Guide* (if applicable) to discuss changes to the client's overall banking relationship.
2. Before proceeding to account opening, confirm acceptance of all recommendations.
 - If client is accepting a targeted offer, select the offer via the \$ Icon or POS tab.
 - If client is accepting a non-targeted offer, attach the offer via the "New Offer" screen.
 - If client declines the targeted or non-targeted offer, proceed to open the original account requested.

4. Implement Solutions

Open Accounts

- Complete account opening via Concierge.

Activate Sticky Services

- Offer a CBOL demo, activate CBOL, Paperless, CitiMobile® and Initiate a Bill Pay
- Enroll Client in ThankYou® Rewards.
- Provide Direct Deposit form.

Setting Expectations

- Review Client Care Checklist and set expectations for future follow-up call, referral appointments and CitiPlanner Goal sessions.
- Consolidate relevant documents (i.e., Client Manual and Disclosures) and provide them in the Welcome Folder.
- Introduce client to Branch Manager and partners.
- Walk the client to the door and thank them for banking with Citibank.

5. Expand Relationship

Same Day Follow-up

- Update CitiPlanner, EDB2 and/or Notepad after the new/existing client leaves.
- For New to Bank Clients – If you discussed any offers with the clients, toggle back to Eclipse & click on the \$ Icon or Opportunities tab to disposition the offer.
- Submit referral to the appropriate partner (if applicable).

Proactive Outreach

eCRM:

- Welcome Calls (2 Day, 14 Day, 45 Day, & 5 Month)
- Focus Leads
- Trigger Leads

Book of Business:

- Relationship Calls based on Book calling protocols

Pre-Call Planning & Post-Call Activities

PRIOR TO ALL OUTBOUND CALLS

REVIEW CONTACT HISTORY:

- Look for Last Contact Date and Last CitiPlanner Sessions columns in the Book tool.
- CitiPlanner Note pad for sales notes.
- One Note for Service Notes.

CHECK CURRENT CLIENT INFORMATION:

- Eclipse 360 for real-time deposit and loan balances.
- View LTA to see if client is Likely to Attrite.
- Business Clients: review the Transaction Journal
- **YOU MUST:** Verify the Opt-Out and Contact preferences to avoid marketing conversations with clients who have opted to not receive marketing calls.

LOOK FOR RELATIONSHIP DEEPENING OPPORTUNITIES:

- Review the \$ Icon & POS tab on Eclipse 360 to see if the client has targeted offers.
- Determine if client is: Trade-up eligible, enrolled in direct deposit and Bill Pay.
- View CitiPlanner Everyday Banking 1 & 2 to see if interested in any indicated products or services or to see if there is money outside of Citi.
- For business clients, also check out the Company Website First Research and Google.

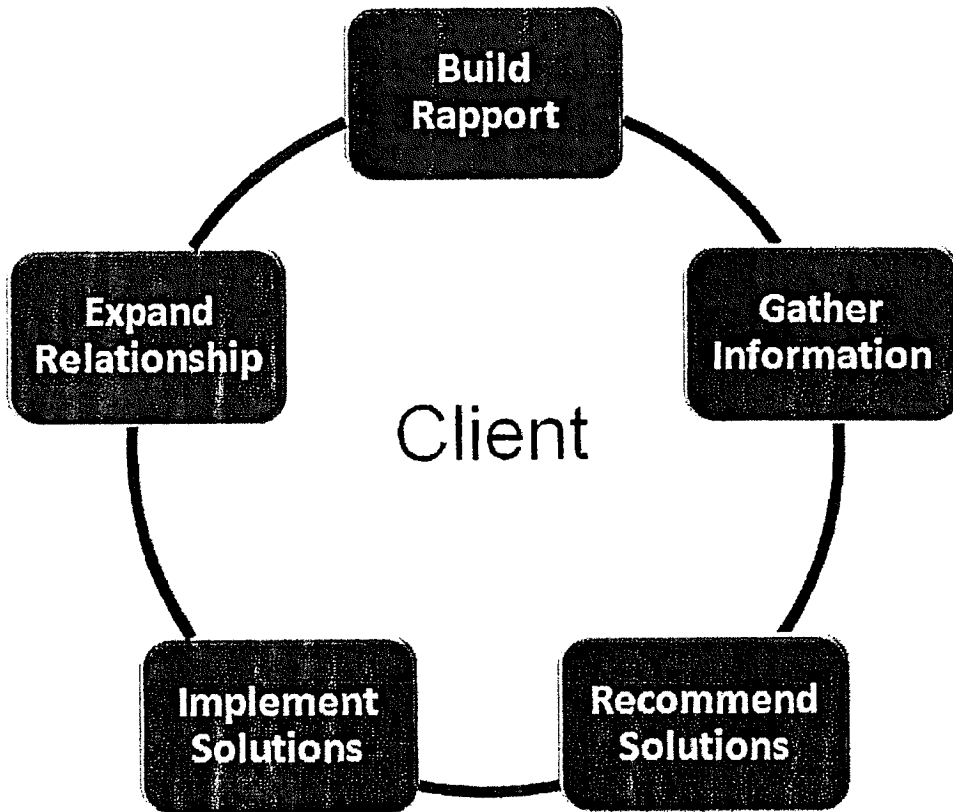
AFTER ALL OUTBOUND CALLS

- If you presented an offer to the client, perform your disposition in eCRM and then update CitiPlanner EDB2 & Notepad as appropriate.
- If no offer was presented to the client, then disposition the client in Book.

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Revised: 02/25/2013

Selling the Citibank Way



CUSTOMER CARE CHECKLIST



To assure that we have acquainted you with the benefits of your account, and we have accurately captured your needs, let's review the following:

1. Personal Information - Verified that all information is correct.

Name: DAVID STALL Home Address: 401 BERRY STREET Address: SAN FRANCISCO CA 94114 Phone: Home Phone: 415 Work Phone: 415		Mailing Address: P.O. BOX 12000 MISSION BAY STATION SAN FRANCISCO CA 94114
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2. Checkbook Information - Verified that all information is correct.

Name: DAVID STALL P.O. BOX 12000 MISSION BAY STATION SAN FRANCISCO CA 94114	Mailing Address for checks: P.O. BOX 12000 MISSION BAY STATION SAN FRANCISCO CA 94114 Checkbook Style: WALLLET (HORIZONTAL CHECK) Checkbook Cover: VINYL (COVER-BLUE) Checkbook Cost: \$10.99 Special Features:
--	--

3. Citibank® Banking Card - Verified that all information is correct.

ATM PIN set	Y
Telephone PIN set	N
Debit Card activated	Y
*Enclosed one of your temporary ATM card upon receipt of a debit card.	

4. Account Features -

- ☐ Direct Deposit - (free, fast, automatic)
- ☐ Citibank® Online - bill payments, automatic transfers, account servicing, immediate account activity.
- ☐ ATM - view transactions, transfer funds, get cash, make deposits
- ☐ Telephone Banking® - customer service 24/7 with the number on the back of your bankcard

5. Bank Services -

- ☐ ThankYou - earn rewards for everyday transactions
- ☐ CleoPro® - discussed how a complimentary CleoPro® financial review could assist you in meeting personalized financial goals
- ☐ AutoSave - pay yourself first to help save for personal goals.

6. Service Calls:

- ☐ 14 days - I will be calling you on / / at AM/PM at () to ensure receipt of your checks, bankcard, and answer any questions.
- ☐ 20-60 days - Welcome call performed by our Customer Care Associate to ensure all of your questions have been addressed and to verify that you are satisfied with your account benefits.

7. Client Manual and Marketplace Addendum - Explained & given to Client.

8. Account Requirements - Reviewed the fee schedule and associated charges

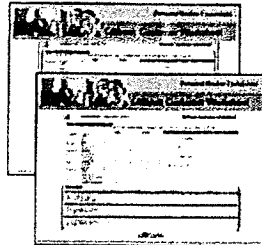
- ☐ Funds Availability - Funds may become immediately available with Checking Plus (variable rate) and Safety Check.

9. Disclosures - Provided the following as applicable

- ☐ Checking Plus (variable rate)
- ☐ Ready Credit
- ☐ Flexible Credit
- ☐ Citi® Card Take One application

Personal Banker Foundations September 2010

SLIDES: Customer Worksheet



Show two Customer Worksheet slides.

Review each of the sections.

Say: Let's go back to the video with the TV producer and her magazines to see how that sales conversation ended, which is Step 4, Manage Relationship.

Show Step 4 Video – Manage Relationship (1:23)

Say: It's important that you always tell the customer to expect a call from you in a week or so. Explaining what you hope to accomplish or why you will be calling lays the groundwork for an even more effective and productive Welcome Call and future follow-up calls.

Review account documentation printed by system.

Refer participants to the documentation that they printed out for your new account. The system will print the following documents:

- Signature Card
- Direct Deposit Letter, if applicable
- Customer Care Checklist
- Account Summary
- Certificate of Deposit Account Summary, if applicable
- Checking Plus (variable rate) or Ready Credit disclosure, if applicable
- Point of Sale Pre-Approved Credit Offer disclosure letters, if applicable
- Citi Credit Card Terms & Conditions, if credit card application submitted
- Credit Card Application Confirmation form, if credit card application submitted

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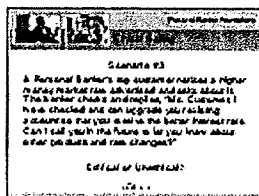
Module: Account Documentation	
Estimated Time	15 minutes
Methodology	<ul style="list-style-type: none"> Facilitated Discussion
Materials/Supplies	<ul style="list-style-type: none"> Participant Guide PowerPoint Slides Documentation from System Posting Exercise
Objectives	<ul style="list-style-type: none"> Identify required documentation and verification process for New Account Documentation

Introduce Ethical Sales Scenario

Say: Welcome Back. Before we begin I am going to read you another scenario and you tell me whether you feel this is an ethical approach or not.

Show Scenario #3 slide

SLIDE: Scenario #3



Scenario #3: A Personal Banker's top customer notices a higher money market rate advertised and asks about it. The banker checks and replies, "Ms. Customer, I have checked and can upgrade your existing account so that you receive the better rate. Can I call you in the future to let you know about other products and rate changes?"

Answer: Ethical. Refer participants to Sales Practices Do's & Don'ts #4.

Say: During this section, please refer to the documentation that you printed out for your new account. The system will print the following documents:

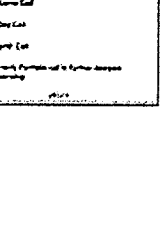
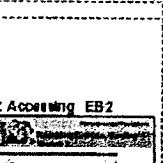
- Signature Card
- Direct Deposit Letter, if applicable
- Customer Care Checklist
- Account Summary
- Certificate of Deposit Account Summary, if applicable
- Checking Plus (variable rate) or Ready Credit disclosure, if applicable
- Point of Sale Pre-Approved Credit Offer

For internal use only.

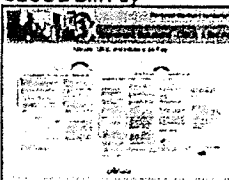
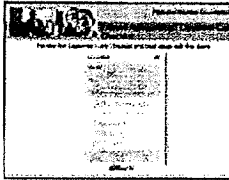
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Personal Banker Foundations February 2012

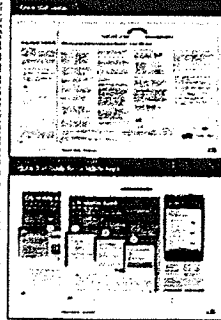
<p>SLIDE: Expand Relationship On-boarding Calls</p> 	<p>Show Expand Relationship On-boarding Call slide.</p> <p>Review expectations for Welcome, 45-day, 6-month and quarterly portfolio calls.</p> <p>Review account documentation printed by system.</p> <p>Refer participants to the documentation that they printed out for their new account. The system will print the following documents:</p> <ul style="list-style-type: none"> • Signature Card • Direct Deposit Letter, if applicable • Client Care Checklist • Account Summary • Certificate of Deposit Account Summary, if applicable • Checking Plus (Variable Rate) or Ready Credit disclosure, if applicable • Point of Sale Pre-Approved Credit Offer disclosure letters, if applicable • Citicredit Card Terms & Conditions, if credit card application submitted • Credit Card Application Confirmation form, if credit card application submitted • Personalized Financial Analysis <p>Refer participants to Signature Card Procedures in The Source and review (when to complete, Ready Credit procedure, Spanish version and completing)</p>
<p>Facilitator's Note: For practice and rehearsal of information, please refer participants to The Source vs. providing the information.</p>	<p>say: Once your client requests are complete and they have left the branch, you will return to the Everyday Banking Module and click on the number "2" in the right top corner of The Needs bar.</p> <p>Show Accessing Everyday Banking 2 slide.</p> <p>say: The main sections of this screen include:</p> <ul style="list-style-type: none"> • External Positions • Employment • Dependents
<p>SLIDE: Accessing EB2</p> 	<p>citibank</p>

Personal Banker Foundations June 2011

<p>SLIDE: Implement Solutions CBOL & Bill Pay</p> 	<p>Show Implement Solutions CBOL & Bill Pay slide and review.</p> <p>Ask: Why do you think this step is important?</p> <p>Expect:</p> <ul style="list-style-type: none"> Many clients do not feel that they are tech savvy enough Clients may prefer to be shown how rather than learn by themselves Clients may have concerns about the security of paying bills online It's just easier to do things the way you've always done them (pay bills by check) <p>Say: What we are asking you to do is to get in the habit of activating CBOL at the account opening.</p> <p>If the client has a payment bill with them, initiate a Bill Pay. A client can also initiate a Bill Payment just using their credit card number. If not, invite them to come back with some bills and you can demonstrate how easy it is to use Bill Pay then.</p>
<p>VIDEO – Recommend Solutions</p>	<p>Show Recommend Solutions video.</p> <p>Debrief video.</p>
<p>SLIDE: Expand Relationship – Customer Care Checklist</p> 	<p>Say: The next step and final step in the Consumer End-to-end Process is "Expand Relationship" – Setting Expectations.</p> <p>Show Expand Relationship – Customer Care Checklist</p> <p>Say: The first step is to review the Customer Care Checklist and next steps with the client.</p> <p>Refer participants to the Client Care Checklist and Session Statement they printed out with the system processing.</p> <p><i>Continued on the next page</i></p>

Personal Banker Foundations January 2013

SLIDES: Quick Start Guide AND Quick Start Guide: Citi Mobile Apps

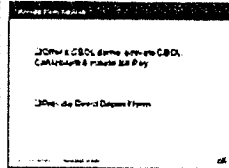


Show Quick Start Guide slide and review.

Show Quick Start Guide: Citi Mobile Apps slide and review.

Instruct participants to access *The Source* – Activating CBOL and Initiating Bill Payment. Review steps and resources, e.g. job aid (Quick Start Guide) - Quick Start Guide: Citi Mobile Apps on Marketing site.

SLIDE: Activate Sticky Services

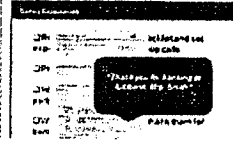


Show Activate Sticky Services slide.

Ask: What questions do you have so far?

Respond to questions appropriately.

SLIDE: Setting Expectations



Show Setting Expectations slide.

- Review Customer Care Checklist and set expectations for future follow-up call
 - Slide transition will display Customer Care Checklist
- Present Welcome Kit
- Introduce client to Branch Manager and partners

Setting Expectations

CUSTOMER CARE CHECKLIST

citi

To ensure that we have included you with the benefit of your account, we have personally confirmed your needs. Let's review the following:

1. Personal Information - Verified that all information is correct	
Name: [REDACTED]	Mailing Address: [REDACTED]
Address: [REDACTED]	San Francisco, CA 94104
Phone: [REDACTED]	

2. Checklist Information - Verified that all information is correct	
Billing Method: [REDACTED] Payment Method: [REDACTED] Billing Address: [REDACTED]	Billing Information: [REDACTED] Billing Address: [REDACTED] Billing City: [REDACTED] Billing State: [REDACTED] Billing Zip: [REDACTED]

3. CitiBank® Banking Card - Verified that all information is correct	
Card Type: [REDACTED] Card Number: [REDACTED] Cardholder Name: [REDACTED]	Cardholder Name: [REDACTED] Cardholder Address: [REDACTED] Cardholder City: [REDACTED] Cardholder State: [REDACTED] Cardholder Zip: [REDACTED]

- Account Features** -
 - Direct Deposit - Yes, No, Automatic
 - CitiMobile One - Yes, No, Automatic
 - CitiMobile One - Yes, No, Automatic
 - CitiMobile One - Yes, No, Automatic
- Bank Services** -
 - CitiMobile One - Yes, No, Automatic
 - CitiMobile One - Yes, No, Automatic
 - CitiMobile One - Yes, No, Automatic
- Service Calls** -
 - CitiMobile One - Yes, No, Automatic
 - CitiMobile One - Yes, No, Automatic
 - CitiMobile One - Yes, No, Automatic
- Check Manual and Marketplace Additions** - Explained & given to Client
- Account Requirements** - Have used the 'to' screen and processed charges
- Funds Availability** - Funds may become immediately available with Clearing Plus (various rates) and Salary Credit
- Disclaimers** - Provided the following as applicable:
 - CitiMobile One - Yes, No, Automatic
 - CitiMobile One - Yes, No, Automatic
 - CitiMobile One - Yes, No, Automatic

**Leaders Guide and PP slides for
Day Four**

Show Quick Start Guide slide and review.



Instruct participants to access *The Source – Activating CBOL and Initiating Bill Payment*. Review steps and resources, e.g. job aid (*Quick Start Guide*)- *Quick Start Guide: Citi Mobile Apps on Marketing site*.



Ask: What questions do you have so far?



Show Setting Expectations slide.

- Review Customer Care Checklist and set expectations for future follow-up call
 - Slide transition will display Customer Care Checklist
- Present Welcome Kit
- Introduce client to Branch Manager and partners

Ask: What do we mean by partners?

Expect Mortgage, Citi at Work, Business Banking, etc.

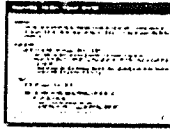
- Walk the client to the door and thank them for banking with Citibank
 - Slide transition will display closing "Customer Greeting"

Say: Now that we have discussed Implement Solutions, let's look at the Consumer End-to-End Process again.

Participant Guide Pg ____ Refer participants to page ____ in their Participant Guide.

For Internal Use Only

10

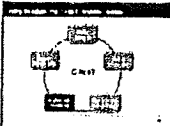


SLIDE: Implementing Solutions - Lesson Overview

DO: Review the purpose and learning objectives as shown on the slide. When you get to the WHY section, preface it by saying:

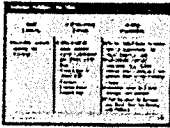
SAY: So why is this important for you? Because successful mastery of these objectives/skills will enable you to meet these performance measures on the job.

DO: highlight the performance metrics bulleted on the slide.



SLIDE: Selling the Citibank Way – Step 4: Implement Solutions

SAY: We've done the first three steps of the sales process – Build Rapport, Gather Information and Recommend Solutions. That brings us to step 4: Implement Solutions.



SLIDE: Implement Solutions – the Steps

SAY: There are three components to Implement Solutions:

1. Open Accounts
2. Activate Sticky Services, and
3. Setting Expectations.

DO: Continue advancing the slide to gradually reveal the detailed steps that are part of each major component. Briefly review each step. Explain that you'll go over each of these in more detail throughout this module.

SAY: You had exposure to the account opening process during your in-branch work.

I am now going to demonstrate Implementing Solutions and the account opening process for our client, Julia.



Open Accounts

- ☐ Complete account opening via Concierge

Activate Sticky Services

- ☐ Offer a CBOL demo, activate CBOL, CitiMobile® and initiate a Bill Pay
- ☐ Enroll Client in ThankYou® Rewards.
- ☐ Provide Direct Deposit form.

Setting Expectations

- ☐ Review Client Care Checklist and set expectations for future follow-up call
- ☐ Consolidate relevant documents (i.e., Client Manual and Disclosures) and provide them in the Welcome Folder.
- ☐ Introduce client to Branch Manager and partners.
- ☐ Walk the client to the door and thank them for banking with Citibank



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Audit Program	eForms	Source
BSSU	RPS	
CitiBusiness	Service Letter	
CitiGold	USCC	
CPWM IFA	Contact Us / Feedback	

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Please note:

1. Do not use Client Manual's and Marketplace Addenda with a date prior to the dates noted on the chart below. OLDER VERSIONS MUST BE DESTROYED.
2. Client Manual and Marketplace Addendum with a more recent version date than that displayed on the Disclosure Chart can be used without any inserts.

Disclosure Information

Click on the link below to obtain the current inserts to Client Manual and Marketplace Addendum.

Consumer:

- [All Markets](#)

Business

- [All Markets](#)

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http://www.citigroup.net/banking/useb/forms/disclosure_charts.htm
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Audit Program	eForms	Source
BSSU	RPS	
CitiBusiness	Service Letter	
CitiGold	USCC	
CPWM IRA	Contact Us / Feedback	

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Please note:

Do not use Client Manuals and Marketplace Addenda with a date prior to the dates noted on the chart below. OLDER VERSIONS MUST BE DESTROYED.

Consumer Disclosure Chart

English		
	Date	Required Inserts
Client Manual	October 28, 2013	Citigold Weekly Limits for Citibank Global Transfer Service
Marketplace Addendum	October 28, 2013	
Privacy Notice	July 1, 2013	National
Privacy Notice - Safe Deposit	July 2013	National
Spanish		
Combined Client Manual, Marketplace Addendum & Inserts		
Privacy Notice - (July 1, 2013)		
Privacy Notice - Safe Deposit - (July 2013)		
Chinese		
Privacy Notice - (July 1, 2013)		
Privacy Notice - Safe Deposit - (July 2013)		

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http://www.citigroup.net/banking/useb/forms/disclosure_all.htm[Terms and Conditions](#)

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Consumer Account Opening Stage 1: Introduction

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Overview

Consumer Account Opening Stage 1: Introduction



Stage One of the Consumer Account Opening process is identifying the customer and completing the appropriate KYC steps. This stage includes:

- Customer Introduction
- Determining Consumer's Needs

Important Information

- Consider Consumer Fairness throughout the account opening process, affording appropriate treatment to our customers throughout this process and the entire product life cycle
- Do not open an account for an applicant that:
 - Will not supply required information
 - Cannot supply required information
 - Supplies false account or personal information
- Resolve any material inconsistencies (account information given does not "make sense" to type of business) prior to the account being opened
- Follow approved guidelines and scripting for all consumer interactions

Steps

Complete the steps below for each signer:

STEP	ACTION
1	Introduce yourself to the consumer.
2	<p>If an existing retail or credit card customer, <u>identify the customer</u> and profile their current account relationship</p> <ul style="list-style-type: none"> • Retail Accounts: <ul style="list-style-type: none"> ○ Review the existing account for any high priority fraud notes or suspicious activity ○ If any are present, review the account with a manager before opening ○ Note the Marketplace/FIMP and governing state of any existing accounts • Credit Cards: <u>Profile Account</u>
3	<p>Begin a needs-based discussion with the consumer to determine their needs.</p> <ul style="list-style-type: none"> • Work with the consumer to find the right products and services to meet their needs <ul style="list-style-type: none"> ○ Don't make assumptions regarding a consumer's needs <ul style="list-style-type: none"> ■ Ask questions to assess the need ■ Consider the needs expressed by the consumer in the discussions about available products or services ■ Recommend solutions that best suit those needs ○ Review the products and services available <ul style="list-style-type: none"> ■ Accurately and clearly state all material information, terms, conditions, risks and costs to the customer ■ If a disclosure is required to be read to the consumer, be sure to deliver it with an appropriate pace and provide clarity as necessary ■ Make representations that are clear, accurate and likely to be understood correctly ■ Check with the customer to ensure they understand the information you have provided ■ Respond to any questions the customer may have • If consumer requests brokerage account, refer consumer after account opening to Financial Advisor • If consumer requests Citigold Sweep Checking, refer to <u>Citigold Sweep Checking</u> • If their existing accounts are in a different Marketplace or governing state, discuss any possible linking limitations and differences in governing state
4	Inform the consumer of Valid ID requirement.
5	Proceed to Stage 2 - Open Account

Related Topics

[Account Opening: Consumer One Stop](#)
[Consumer Fairness Policy](#)
[UDAP/UDAAP: Unfair, Deceptive or Abusive Acts or Practices](#)

Region: All
 Revised Date: 06/01/13bv

Consumer Account Opening Stage 2: Open Account

Page 1 of 3

Overview

Consumer Account Opening Stage 2: Open Account



Stage two of the Consumer Account Opening process is opening the account on Concierge. This process involves several automated processes and covers many required review, including:

- Gathering customer information
- Performing 3rd party verifications
- Offering pre-screened credit accounts
- Selecting products
- Establishing account ownership
- Application information
- Account fulfillment
- Wrap up

Steps

Stage 2: Opening Process on Concierge:

STEP	ACTION								
1	Obtain Valid ID for each signer.								
2	<p>Gather the following KYC information for all signers. If existing customer, verify all the following information is accurate before proceeding. If necessary, update before opening new account.</p> <ul style="list-style-type: none"> • Name • Permanent residential address <ul style="list-style-type: none"> ○ May not be a PO Box • DOB • Tax ID • Country of citizenship • Citizenship status - Consult the US Residency Status and Tax Certification Job Aid <p>If any signer resides or is a citizen of an OFAC or OYS Restricted Country</p>								
3	<p>If Citibank At Work, record the following information:</p> <ul style="list-style-type: none"> • ID Type • Number • Issuance Date • Expiration Date • Issuing Entity 								
4	Select Relationship Management tab, then New or Existing tab as appropriate, then Consumer tab.								
5	<p>Determine if customer is new or existing retail or Citi Credit Card customers.</p> <table border="1"> <thead> <tr> <th>If customer is...</th><th>Then...</th></tr> </thead> <tbody> <tr> <td>existing Retail</td><td> <p>search for existing customer's profile.</p> <ul style="list-style-type: none"> • Select Open Account </td></tr> <tr> <td>existing Citi Credit Card</td><td> <p>profile Citi Card Account.</p> <ul style="list-style-type: none"> • Ensure customer's address is current • Select Open Account • Skip to step 7 </td></tr> <tr> <td>new</td><td> <p>enter all new customer information:</p> <ul style="list-style-type: none"> • Name • Residence <ul style="list-style-type: none"> ○ May not be a PO Box ○ For all NRA customers (including Foreign Students), permanent foreign address must be entered to reflect permanent residence and to ensure proper printing of W8-BEN. When applicable, US address is added as Mailing Address • DOB • Tax ID • Citizenship Status - Consult the US Residency Status and Tax Certification Job Aid • Select Customer Indicator - Choose code if applicable to code account correctly for pricing (e.g. Citigroup Employee, Citibank at Work etc.) • Select Open Account </td></tr> </tbody> </table>	If customer is...	Then...	existing Retail	<p>search for existing customer's profile.</p> <ul style="list-style-type: none"> • Select Open Account 	existing Citi Credit Card	<p>profile Citi Card Account.</p> <ul style="list-style-type: none"> • Ensure customer's address is current • Select Open Account • Skip to step 7 	new	<p>enter all new customer information:</p> <ul style="list-style-type: none"> • Name • Residence <ul style="list-style-type: none"> ○ May not be a PO Box ○ For all NRA customers (including Foreign Students), permanent foreign address must be entered to reflect permanent residence and to ensure proper printing of W8-BEN. When applicable, US address is added as Mailing Address • DOB • Tax ID • Citizenship Status - Consult the US Residency Status and Tax Certification Job Aid • Select Customer Indicator - Choose code if applicable to code account correctly for pricing (e.g. Citigroup Employee, Citibank at Work etc.) • Select Open Account
If customer is...	Then...								
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6	Complete the Open Account screen. - Select Open Account - Consumer on Open Account Screen - Click Citigold button at the bottom of the Welcome Screen in Concierge, if applicable - Add signers as applicable and click Continue												
7	Complete Customer Verification screen:	If...	Then...		---	--		customer was profiled with Citi Credit Card	<ul style="list-style-type: none"> • Determine if there will be additional signers on account <ul style="list-style-type: none"> ○ If adding additional signers, click Add Signer and complete information ○ If no additional signers, click Verify Later • Enter any missing demographic information and click Continue • If processing a Citibank at Work on-site application select the Do Not Initiate Pre-Approved Offers box • Select Verify Now <ul style="list-style-type: none"> ○ System will perform verifications and pre-screening process if applicable • Skip to step 9 		any other customer type	<ul style="list-style-type: none"> • If processing a Citibank at Work on-site applications or phone account opening select the Do Not Initiate Pre-Approved Offers box • Select Verify Now and system will perform verifications and pre-screening process if applicable 	
8	Complete the Customer Information - General Information screen while third party verifications are running - Select the Continue button												
	Complete the Customer Information - Tax Reporting and Employment Information. - Tax ID - US Residency - Withholding / Certified - If Certified W8-BEN is selected, complete the following fields												

http://www.source.citicorp.com/srvs/Source_HTML/ConsumerAccountOpe... 12/9/2013

Consumer Account Opening Stage 2: Open Account

9	<ul style="list-style-type: none"> ○ Non-US Tax ID ○ Issuing Country ○ Country of Birth - DO NOT COMPLETE ○ Country of Other Citizenship - (if customer holds dual citizenships) ● Country of Citizenship ● Country of Tax Reporting (same as customer's permanent residential address; may be different than the country of citizenship) ● Source of Personal Wealth / Income ● Determine if customer is considered a <u>High Risk Customer (HRC)</u> or Senior Public Figure (SPF) <ul style="list-style-type: none"> ○ If answered Yes to either of these questions, complete HRC information screen and input appropriate HRC attributes ● Employment Information
10	<p>If new-to-bank customer, the system completes a back end review and responds with one of the following messages:</p> <ul style="list-style-type: none"> ● Tax Review Complete ● Tax Review Failed <p>If tax review fails, re-attempt review, if failure notice is still received, contact CitiHelp.</p>
11	Select the Continue button.
12	<p>Complete the Customer Information - Security screen.</p> <ul style="list-style-type: none"> ● Security information ● Identification information <p>Select the Continue button.</p>
13	<p>Review verifications status on 3rd Party Response Screen and take actions based on results:</p> <ul style="list-style-type: none"> ● <u>Deposit Account Opening Verifications and Override</u> <p>If declining the account opening based on the 3rd Party Verification results, Concierge will produce a FCRA-required notice for the customer. Be sure to provide the notice to the customer.</p>
14	<p>Communicate and provide the following information to the customer from the Credit - Offer Screen</p> <p>For each credit offer:</p> <ul style="list-style-type: none"> ● Product type amount, except credit cards ● Term, if applicable ● Annual Percentage Rate (APR) ● Promotional rates may be noted. If not, obtain rate and APY from the <u>current rate sheet</u> <p>All credit offer letters, terms and conditions:</p> <ul style="list-style-type: none"> ● The system automatically prints a firm offer letter for each offer ● It is required to communicate all offers to the customer due to legal and regulatory reasons ● For details on the displayed credit offers, refer to <u>Pre-Screened Credit Offers</u> <p>Follow <u>Credit Card Application Processing</u> for credit card applications</p>
15	<p>Select all the products the customer wants to open from the Product Screen:</p> <ul style="list-style-type: none"> ● A new banking package may be added or add new accounts to an existing package ● Make sure the package matches the customer type (i.e., Citigold, BAW, etc.) ● Some pre-approved offers are based on the customer type (selected in the first screen), but during transmission, the package selected here defines the account terms ● Customers may only open one pre-approved offer. If the customer selects two of either, one will be treated as a customer initiated application ● Refer to appropriate <u>account type procedures</u> for special handling (e.g. Citigold Sweep Checking, CSA/CDA, Keogh, etc.) ● Click the Add Product button when completed
16	<p>Verify account owners and primary signer for each account.</p> <ul style="list-style-type: none"> ● When two signers are involved, individually owned products will always default to the primary signer ● Carefully review and match signers to accounts correctly ● Product signers must match the signers in the pre-approved offer ● Signers may be changed later in the session, by selecting Manage Application on the left side of screen ● Click Assign Special Title if applicable and complete appropriately
17	<p>Complete product-specific information to complete the application for the requested accounts:</p> <ul style="list-style-type: none"> ● The customer may accept the offer made or request a specific, online amount ● If lower than the offer, the application will be considered for the pre-approved offer ● If the customer requests a higher amount, the application will be processed as a standard customer-initiated application ● If a customer selected both credit card offers, the system will default the first offer as the pre-approved offer and the second will be processed as a customer initiated application ● If the customer wants the second offer to be processed as pre-approved, de-select the Accept Current Offer tab on the first offer and select it on the second ● Click Continue and repeat steps for each credit account as applicable
18	<p>Complete the following on the Fulfillment Screen:</p> <ul style="list-style-type: none"> ● Source of Customer <ul style="list-style-type: none"> ○ If customer is Citi at Work, select Bank @ Work to properly price account ● Source of Referral (if applicable) ● Account Profile - Enhanced Information: If customer is considered High Risk, click on the Account Profile Form (APF) and ask the customer each question related to their expected activity (e.g. deposits, withdrawals, wire activity) <ul style="list-style-type: none"> ○ If opening multiple accounts of the same APF format, an APF template will be provided. Select all accounts to update multiple accounts simultaneously where possible <ul style="list-style-type: none"> ■ Multiple accounts may only be mapped to the same APF if there are similar transaction patterns and they are all established for the same purpose (e.g. household expenses) ■ Assure information entered is applicable to all accounts selected ○ Include an explanation if answering Other to any of the APF questions ● Tax Documents Validation - Select the link to review documentation required <ul style="list-style-type: none"> ○ For each signer, review the listed documents and indicate (yes / no) whether each document was received ○ When finished, select Save and return to the Fulfillment screen ● Account Deposits - Initial Deposit ● Account Supplies ● Rewards Program ● Citibank Banking Cards ● Source of Funds for Initial Deposit (select all that apply) ● Intended Balance ● Account Purpose ● Transaction Information

Consumer Account Opening Stage 2: Open Account

Page 3 of 3

	<ul style="list-style-type: none"> • Request Direct Deposit Form • Change Mailing Address (mailing address is different than permanent residential address) • Update Language Preference • Update Statement/Check Return Options • Update Account Links <ul style="list-style-type: none"> ○ Citi Card can be linked immediately
19	<p>Complete Wrap Up:</p> <ul style="list-style-type: none"> • Complete a Quality Control Check of the account opening requirements • Ensure all documents print <ul style="list-style-type: none"> ○ A Barcode FATCA sheet is part of the Welcome Kit ○ Do not fax the bar code and associated documents at this time ○ Destroy barcode sheet until further notice • A CBOL related message will appear; Click OK, Click the Citibank Online link to help register customer on Citibank Online • If customer is designated as High Risk, answer the Enhanced Due Diligence question and obtain approval from FIU for Senior Public Figures only • Review the documentation with the customer • Review final Transmit Application Information <ul style="list-style-type: none"> ○ During transmission, a Hard Credit request will be recorded on the customer's credit report for any credit applications ○ If the customer accepted a credit card offer, ensure that all information is captured
20	Proceed to Stage 3 - Complete Account Documentation

Related Topics

[Account Opening - Consumer One Stop](#)
[Citigold Upgrade - New to Bank Job Aid](#)
[Consumer Fairness Policy](#)

Region: All
Revised Date: 10/19/2013 rg

Consumer Account Opening Stage 3: Account Fulfillment

Page 1 of 1

Overview

Consumer Account Opening Stage 3: Account Fulfillment



This card provides information on Stage 3 of the Consumer Account Opening Process.

General Information

Stage three of the Consumer Account Opening process is completing the account documentation:

Day One:

- Process opening deposit
- Signature cards
- Tax Certification documentation
- Completing the account file

Day Two:

- Place any necessary account notes or blocks
- Place backup withholding

Steps

Day One Procedure:

STEP	ACTION
1	Gather all of the documents generated during the account opening process.
2	Review the account opening documents (i.e., welcome kit) with the customer and complete the following: <ul style="list-style-type: none"> • Obtain signatures on the required documents, including the Credit Card Application Confirmation, if applicable <ul style="list-style-type: none"> ○ Citigold Credit Card Applications: Indicate the customer's salary and write GEID number at the bottom of application to ensure credit is received for the sale and fax to the indicated number on Credit Card Applications
3	Ensure the appropriate Tax Certification documentation is accurate and complete either on the Signature Card or a W-8BEN (for NRAs). <ul style="list-style-type: none"> • Conclerge generates the documents based on citizenship/tax ID status entered on the system • If NRA is certifying on a W-8BEN, ensure a permanent address in a foreign country is indicated in Part I, Section 4. (US address is only acceptable for mailing purposes in Section 5 and a supplemental W-8 must be completed by customer to explain the reason for the US address <ul style="list-style-type: none"> ○ Refer to <u>Complete Certificate of Foreign Status W-8BEN at Account Opening</u> • Important: If the customer is not able to certify their NRA tax status on a W8BEN, or if the customer is an NRA providing an SSN or ITIN, submit <u>Request for Tax Maintenance Form</u> to ensure that the account is coded with the appropriate tax status • Refer to <u>Tax Certification and/or US Residency Status and Certification Job Aid</u>
4	Process the opening deposit: <ul style="list-style-type: none"> • Obtain the funds from the customer • Complete the deposit ticket • Take the deposit to a teller for processing
5	Follow standard procedures to file or distribute new account documentation in the branch as required.

Day Two Procedure:

It may be necessary to complete some account opening steps on the business day after the account opens:

STEP	ACTION
1	If...
	Then...
	place the applicable account note: <ul style="list-style-type: none"> • BST - Opened in MA • PHL - Opened in PA
	<ul style="list-style-type: none"> • Place note code LDR - PART OF CD LADDER. LOOK FOR OTHER CDS on account • The Priority 1 note and will remain on the account for 5 years <ul style="list-style-type: none"> ○ This note is essential to remind the Personal Banker to roll the CD at maturity to the term that matches the longest rung of the customer's ladder
	all other accounts proceed to Step 3
2	Determine if account holder's name or special account title was truncated (shortened) in Conclerge during account opening: <ul style="list-style-type: none"> • Place account note NAM and include the complete account holder's name or full special account title
3	Determine if account ownership requires any financial blocks: <ul style="list-style-type: none"> • To place the appropriate block refer to <u>Account Blocks and Statutes</u>

Related Topics

[Consumer Account Opening One Stop](#)
[Consumer Fairness Policy](#)

Region: All
 Revised Date: 9/23/2013 rg

Consumer Account Opening Step 3: Open Account

Overview

This card provides information on stage 3 of the Consumer Account Opening Process.

General Information

Stage three of the Consumer Account Opening process is completing the account documentation:

Day One:

- Process Opening Deposit
- Signature Cards
- Tax Certification Documentation
- Completing the Account File

Day Two:

- Place any necessary account notes or blocks
- Place Backup Withholding

Steps

Day One Procedure:

STEP	ACTION
1	Gather all of the documents generated during the account opening process.
2	Review the account opening documents (i.e., welcome kit) with the customer and complete the following: <ul style="list-style-type: none"> • Obtain signatures on the required documents, including the Credit Card Application Confirmation, if applicable <ul style="list-style-type: none"> ○ Citigold Credit Card Applications: Indicate the customer's salary and write GEID number at the bottom of application to ensure credit is received for the sale and fax to the indicated number on Credit Card Applications
3	Ensure the appropriate Tax Certification documentation is complete either on the Signature Card or a W8-BEN (for NRAs). <ul style="list-style-type: none"> • Conclerge generates the documents based on citizenship/tax ID status entered on the system • Important: If the customer is not able to certify their NRA tax status on a W8BEN, place the customer on backup withholding on Day two <ul style="list-style-type: none"> ○ Refer to <u>Tax Certification and/or Consumer Deposit Tax Certification Job Aid</u>
4	Process the opening deposit: <ul style="list-style-type: none"> • Obtain the funds from the customer • Complete the deposit ticket • Take the deposit to a teller for processing
5	Provide the customer all new account documentation and disclosures, as applicable.
6	Follow standard procedures to file or distribute new account documentation in the branch as required.

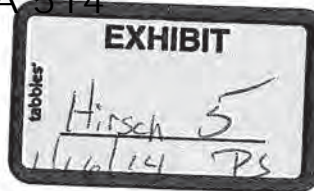
Related Topics

Consumer Account Opening One Stop

Region: All
Revised Date: 07/23/10rh

Printed on 21, 2011, 12:39:52

<http://sourcedev.nam.nsroot.net/SRVS/CGI-BIN/WEBCGI.EXE?New,Kb=Citibank,Case=...> 4/21/2011



CITIBANK, N.A.
GREAT NECK
111 GREAT NECK ROAD
GREAT NECK, NY 11021

BERTRAM E HIRSCH
P.O. BOX 220145 GREAT NECK
GREAT NECK, NY
USA

CITI PRODUCTS OPENED/ APPLIED FOR TODAY - EFFECTIVE DATE*: OCTOBER 25, 2010

RELATIONSHIP SUMMARY

Checking	\$100.00
Savings	\$25,000.00
Retirement (FDIC insured)	NA
Loans/Lines	NA
Credit Cards	NA

Citibank

Banking Package: Citibank Account

Checking Option	Account Number		Interest Rate**	Annual Percentage Yield**	Balance***	
Regular Checking BERTRAM E HIRSCH	Redacted		NA	NA	\$100.00	
Savings	Account Number	Maturity	Interest Rate**	Annual Percentage Yield**	Balance***	
Savings Plus Account BERTRAM E HIRSCH	Redacted	NA	See Rate Sheet	See Rate Sheet	\$25,000.00	
Retirement	Account Number	Status	Maturity	Interest Rate**	Annual Percentage Yield**	Balance***
Loans/Lines			Status			
Credit Cards (Issued by Citibank(South Dakota),N.A.)			Status			

Total Checking, Savings, Retirement **\$25,100.00*****

You can access your accounts through www.citibankonline.com. You can see your account information, pay bills, transfer funds between linked accounts, even plan for your future using the available financial planning tools. No special software is required and you don't have to register. Just connect to the Internet, then go to www.citibankonline.com and sign on using your Citibank® Banking Card number, your PIN and the number of one of your bank accounts. Have any questions? Call us at 1-800-374-9700.

Citibank, N.A. provides deposit and non-margin lending services.

Citibank, N.A. is the trustee of your IRAs and Keogh Plans. Retirement Plan IMMAs, CDs and Day-to-Day Savings are deposits of Citibank, N.A.

Credit cards are issued by Citibank (South Dakota), N.A.

* The "Effective Date" of an account opening applies to a Citibank, N.A. non-retirement deposit account only. The opening date for a loan or line of credit, credit card or a retirement account (IRA or Keogh) may be later than the Effective Date listed above and will be confirmed to you in a separate written notice.

** Interest rates for interest checking, savings, and retirement accounts (IRA and Keogh) are quoted as the current minimum rate and Annual Percentage Yield. Your rate and Annual Percentage Yield may be different. For current interest rates and Annual Yields, please refer to the *Consumer Deposit Accounts - Annual Percentage Yield or Annual Percentage Yield - IRA/Keogh Products* rate sheet, as provided to you at account opening.



OCTOBER 25, 2010

CITIBANK, N.A.
GREAT NECK
111 GREAT NECK ROAD
GREAT NECK, NY 11021

BERTRAM E HIRSCH
P.O. BOX 220145 GREAT NECK
GREAT NECK, NY
USA

For Certificate of Deposit (CD) customers, the Interest Rate and Annual Percentage Yield are based on the "Balance" reflected on this statement, which is not a record of deposit; it reflects the initial deposit you stated would be made into the account. The actual interest rate and Annual Percentage Yield will be based on the actual balance in your account and the relationship package that contains your CD account, and may vary from what is listed on this statement.

*** The amount of any "Balance" for an account is not a record of a deposit; it only describes the initial deposit you stated would be made into the account. As noted in your Client Manual, all deposits must be verified by bank personnel and, when credited, appear on your account statement.

Citibank, Citi, and Arc Design are registered service marks of Citigroup Inc.
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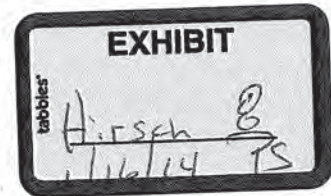
A. Almaraz

Client Research

Enc.2/Env.

C2KB Direct Mail 40,000 AA Miles Checking Offer

Effective Date: 09/07/10 - 10/31/10



Overview

Awareness Only: Open Checking and Savings Plus accounts, perform required behaviors and earn up to 40,000 American Airlines Miles.

Qualifying Activities / Fulfillment

Refer interested customers to nearest branch.

Qualifying Activity

- To qualify for 20,000 AAdvantage miles, open a new regular checking account in The Citibank Account or Citigold account package by October 31, 2010
- Within 60 days of account opening, customer must complete at least one direct deposit to, or at least two electronic bill payments from, the checking account, or five or more debit card purchases (qualifying activities) for two consecutive months to earn the first 20,000 American Airlines AAdvantage bonus miles
- To qualify for another 20,000 American Airlines AAdvantage bonus miles, deposit a minimum of \$25,000 by October 31, 2010 in new money (funds that are not from another account at Citi or affiliate of Citi) to a new or existing Citibank Savings Plus Account and complete one of the above qualifying activities from the checking account for an additional third month

Fulfillment

- The 20,000 AAdvantage bonus miles increments will be credited to customer's AAdvantage account within 90 days from the end of the statement period in which customer meets all qualifying requirements stated in this offer
- Customer's Citibank regular checking account in the Citibank Account or Citigold account package and Citi /AAdvantage credit card account must be open and in good standing at the time the AAdvantage bonus miles are posted to customer's AAdvantage account

Terms and Conditions [+]

- This offer is available to AAdvantage cardmembers who receive this communication
- Offer is not valid for existing Citibank checking customers. One offer per customer only.

The Citibank Service Center provides client account services for Citibank, N.A.

Bertram Hirsch-2



All accounts subject to approval and applicable terms and fees. Offer may be modified or withdrawn at any time without notice, is not transferable and cannot be combined with any other offer.

- Electronic bill payments are those made using Citibank Online, Citi Mobile or Citiphone Banking. A bill that is paid by making a transfer between linked accounts does not qualify as a bill payment for this offer.
- Our online rates may differ from the rates at customer's local branch. Citibank Savings Plus Account Annual Percentage Yield (APY) is current as of 8/3/10, variable and may change without notice. A balance under \$9,999.99 earns 0.40% APY, a balance of \$10,000 to \$24,999.99 earns a 0.50% APY, and a balance of \$25,000 or more earns a 0.80% APY. \$100 minimum opening deposit required. Fees may reduce account earnings. Deposits are subject to Citibank's standard funds availability schedule.
- For additional details on offers, including qualifying activities, visit a Citibank branch.
- Offer limited to United States (U.S.) citizens or resident aliens with a valid U.S. taxpayer identification number. Customer is responsible for taxes, if any.

The Citibank Service Center provides client account services for Citibank, N.A.

Citibank Client Services 000
PO Box 769013
San Antonio, TX 78245-9013

000
CITIBANK, N. A.
Account
Redacted

3/11/14F000

BERTRAM E HIRSCH
GREAT NECK POB 220145
GREAT NECK NY

11022-0145

Statement Period
Oct. 25 - Nov. 25, 2010

Page 1 of 3

CITIBANK ACCOUNT AS OF NOVEMBER 25, 2010

Relationship Summary:

Checking	\$67.32
Savings	\$25,013.47
Investments (not FDIC insured)	-----
Loans	-----
Credit Cards	-----

Checking	Balance
Regular Checking	\$67.32
Savings	Balance
Citibank® Savings Plus	\$25,013.47
Total Checking and Savings at Citibank	\$25,080.79

CITIBANK ACCOUNT RATES AND CHARGES

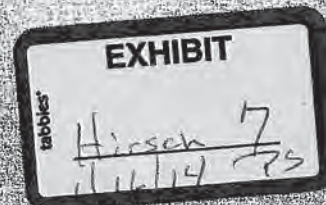
When determining your rates and charges for this statement period, Citibank considered your average balances during the month of October in all of your qualifying accounts that you asked us to combine. These balances may be in accounts that are reported on other statements.

Rates and Charges	Your Combined Balance Range
	\$25,000-\$49,999
Rates	Preferred
Monthly Service Charge	None
Rewards program annual fee	\$25.00

Ask about accounts eligible for preferred rates.

Please refer to your Citibank Account Terms and Conditions for details on how we determine your monthly fees and charges.

All fees assessed in a statement period, including non-Citibank ATM fees, will appear as charges on your next Citibank statement (to the account that is currently debited for your monthly service charge).



BERTRAM E HIRSCH

Account Redacted Page 2 of 3
 Statement Period - Oct. 25 - Nov. 25, 2010

4/R1/14F000

CHECKING ACTIVITY

Regular Checking

Redacted		Beginning Balance:		\$0.00
		Ending Balance:		\$67.32
Date	Description	Amount Subtracted	Amount Added	Balance
10/25	Deposit 11:47a Teller		100.00	100.00
11/04	Debit Card Purchase 11/01 11:02a #7874 ¹ COASTAL 0204269500 NEW HYDE PARK NY 10307 Autos (rental, service, gas)	1.00		99.00
11/08	Debit PIN Purchase 11/06 12:01p #7874 40 GREAT NECK ROAD GREAT NECK NYUS02154	3.56		95.44
11/09	Debit Card Purchase 11/05 12:13p #7874 ¹ THE WINE MARKET QPS NEW HYDE PARK NY 10312 Food & Beverages	14.11		
11/09	Debit Card Purchase 11/05 12:14p #7874 ¹ THE WINE MARKET QPS NEW HYDE PARK NY 10312 Food & Beverages	13.01		68.32
11/19	Debit Card Purchase 11/16 12:42p #7874 ¹ COASTAL 0204269500 NEW HYDE PARK NY 10322 Autos (rental, service, gas)	1.00		67.32
Total Subtracted/Added		32.68	100.00	

All transaction times and dates reflected are based on Eastern Standard Time.

¹ AAdvantage miles earned for this transaction

Citibank Basic AAdvantage Banking Card Summary

AAdvantage Number	Miles accumulated through purchases	Miles reduced due to credits/returns	Miles adjusted due to disputes/investigations	Bonus Miles	Total Miles accumulated during statement cycle	Total Miles accumulated year-to-date
2A60N92	13	0	0	0	13	13

SAVINGS ACTIVITY

Citibank® Savings Plus

Redacted		Beginning Balance:		\$0.00
		Ending Balance:		\$25,013.47
Date	Description	Amount Subtracted	Amount Added	Balance
10/25	Deposit 11:47a Teller		25,000.00	25,000.00
11/24	Interest for 32 days, Average Daily Balance \$24,218.75 Average Rate 0.6343%, Annual Percentage Yield Earned 0.64%		13.47	25,013.47
Total Subtracted/Added		0.00	25,013.47	

All transaction times and dates reflected are based on Eastern Standard Time.

CUSTOMER SERVICE INFORMATION

IF YOU HAVE QUESTIONS ON:

Checking
 Preferred Money Market

YOU CAN CALL:

800-627-3999
 (For Speech and Hearing
 Impaired Customers Only
 TDD: 800-945-0258)

YOU CAN WRITE:

Citibank Client Services
 100 Citibank Drive
 San Antonio, TX 78245-9966

Please read the paragraphs below for important information on your accounts with us. Note that some of these products may not be available in all states or in all packages.

The products reported on this statement have been combined onto one monthly statement at your request. The ownership and title of individual products reported here may be different from the addressee(s) on the first page.

CHECKING AND SAVINGS

FDIC Insurance:

Products reported in CHECKING and SAVINGS are insured by the Federal Deposit Insurance Corporation. Please consult your Citibank Customer Manual for full details and limitations of FDIC coverage.

CERTIFICATES OF DEPOSIT

Certificate of Deposit (CD) information may show dashes in certain fields if on the date of your statement your new CD was not yet funded or your existing CD renewed but is still in its grace period. Updated information will be reflected on a subsequent statement.

In Case of Errors or Questions About Your Electronic Fund Transfers other than for Investment Transactions:

If you think your statement or record is wrong or if you need more information about a transfer on the statement or record, telephone us or write to us at the address shown in the Customer Service Information section on your statement as soon as possible. We must hear from you no later than 60 days after we sent you the first statement on which the error or problem appeared.

Give us the following information: (1) your name and account number, (2) the dollar amount of the suspected error, (3) describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there is an error or why you need more information. We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation.

Citibank Is an Equal Housing Lender.



Checking Plus, MasterCard, Visa, Citibank Preferred Visa and MasterCard, Citibank Platinum Select, Citigold, CitiPhone Banking and Ready Credit are registered service marks of Citigroup, Inc.

TO RECONCILE YOUR CHECKBOOK WITH THIS STATEMENT, FOLLOW THESE SIMPLE RULES

1. List in your checkbook any deposits, withdrawals and service charges which are shown on your statement, but not recorded in your checkbook. Adjust your checkbook accordingly.
2. Mark off in your checkbook all checks paid, withdrawals, or deposits listed on your statement.
3. List and total in the "Checks and Other Withdrawals Outstanding" column at the right all issued checks that have not been paid by Citibank together with any applicable check charges and all withdrawals made from your account since your last statement.
4. Deduct from your checkbook balance any service or other charge (including pre-authorized transfers or automatic deductions) that you have not already deducted.
5. Add to your checkbook balance any interest-earned deposit shown on this statement.
6. Record Closing Balance here (as shown on statement).

Checks and Other Withdrawals Outstanding
(Made by you but not yet indicated as paid on your statement)

6. Record Closing Balance here (as shown on statement).		
7. Add deposits or transfers you recorded which are not shown on this statement.		
8. Total (6 and 7 above).		
9. Enter Total "Checks and Other Withdrawals Outstanding" (from right).		
BALANCE (8 less 9 should equal your checkbook balance).		

[illegible]

DEPOSITION
EXHIBIT
7
PENGAD 800-631-0882

Redacted

Fees & Rates Detail

Statement of Bank Statement

Citibank gives you the benefit of lower charges, better rates and higher transaction limits as you maintain higher balance levels. When determining your rates, rebates of ATM surcharges for non-Citibank ATM transactions and monthly service charge for this statement period, and the transaction limits and fee waivers that apply during the next statement period, Citibank considers your average balance during the month of October in all your qualifying accounts that you asked us to combine. These balances may be in accounts that are reported on other statements.

Monthly Service charges are waived for the following balance levels:
 - \$50,000 for deposits (checking, savings, money markets, CDs) and Retirement Accounts
 - \$100,000 for deposits, Retirement Accounts, loans (except mortgage from Citimortgage), credit cards and Investments
 - \$250,000 for deposits, Retirement Accounts, loans, credit cards, investments and a mortgage from Citimortgage
 Please refer to Your Client Manual and Marketplace Addendum booklets and amendments for details. To link additional eligible Citibank accounts for consideration for next month's balances please refer to the phone number on page 1.

Rates and Charges	Your Combined Balance Range
Rates	\$100,000-\$249,999
Monthly Service Charge	Preferred None

All fees assessed for this statement period will appear as charges to your checking account on your next Citigold statement.

Checking

Checking Activity

High Interest Checking

Redacted

Date	Description	Amount Subtracted	Amount Added	Balance
11/01/10	Opening Balance			1,000.03
11/04/10	Debit Card Purchase 11/02 09:44p #0065 WHOLEFDS HOL 10109 QPS WEST HOLLYWOOD CA 10307 Food & Beverages	4.69		995.34
11/04/10	Debit Card Purchase 11/02 09:35p #0065 WHOLEFDS HOL 10109 QPS WEST HOLLYWOOD CA 10307 Food & Beverages	3.36		991.98
11/05/10	Debit Card Purchase 11/03 08:23p #0065 TRADER JOES #215 QPS LOS ANGELES CA 10308 Food & Beverages	17.51		974.47
11/05/10	Debit Card Purchase 11/02 05:39p #0065 CAFFE BELLO Restaurant/Bier	3.25		971.22
11/08/10	Debit Card Purchase 11/04 12:33p #0065 ROBERTSON CARWASH LOS ANGELES CA 10308 Auto (rental service, gas)	7.99		963.23
11/15/10	Debit Card Purchase 11/09 03:22p #0065 BRISTOL FARMS #2310 WEST HOLLYWOOD CA 10315 Food & Beverages	13.03		950.20
11/15/10	Debit Card Purchase 11/09 03:44p #0065 BRISTOL FARMS #2310 WEST HOLLYWOOD CA 10315 Food & Beverages	6.86		943.34

09/11/14/019

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NYNN NNNN NNNN NNNN

November 1 - November 30, 2010 Page 3 of 4
IGOR HOMANOV
Citigold Account

Redacted



Checking Continued

Redacted

Checking Activity Continued	Date	Description	Amount Subtracted	Amount Added	Balance
High Interest Checking					
	11/19/10	Debit Card Purchase 11/17 09:01p #0065 TRADER JOES #215 OPS LOS ANGELES CA 10322 Food & Beverages	7.06		936.20
	11/23/10	Debit Card Purchase 11/21 07:28p #0065 RALPHS #0712 OPS BURBANK CA 10328 Food & Beverages	1.99		934.29
	11/30/10	Interest for 30 days, Average Daily Balance \$952.84 Average Rate 0.16%, Annual Percentage Yield Earned 0.15%		0.12	934.41
		Total Subtracted/Added	65.74	0.12	
	11/30/10	Closing Balance			934.41

All transaction times and dates reflected are based on Eastern Standard Time.

Savings

Redacted

Citibank® Savings Plus Account Activity	Date	Description	Amount Subtracted	Amount Added	Balance
	11/01/10	Opening Balance			25,002.47
	11/30/10	Interest for 30 days, Average Daily Balance \$25,002.47 Average Rate 0.55%, Annual Percentage Yield Earned 0.55%		11.30	25,013.77
	11/30/10	Closing Balance			25,013.77

End of Bank Statement

Page 4 of 4

Place red in paragraph
states or in all pages.

CITIBANK ACCOUNTS

products reported here may be compared with previous studies and the present study. The present study reported on the

FDIC Insurance:

The following bank deposits and IRA & Keogh funds held

CERTIFICATES OF DEPOSITS

Certificate of Deposit (CD) Info
renewed but is still in its grace

In Case of Errors or Omissions

If you think your statement or address shown on the first page on which the error or problem occurred is correct, please check the box below.

Give us the following information:
 • We are unsure about and explain
 • We will correct any error promptly
 • We will credit your account for the

**RAC AND KEOGH PLANS CAN
CREDIT PRODUCTS**

Checking Plus - Fixed Rate

Average Daily Balance: The adjustments as of the day the cardholder made the purchase or other fees and charges. This is the statement period. This Annual Percentage Rate may

Interest Charge: The interest charge is calculated by multiplying the "daily balance" we have by the number of days the balance was outstanding. (All of these charges and any payments on the balance are added together. (All of these products together. (All of these Subject to Interest Rate. The plus (variable rate), the Daily

Interest Charges are assessed on the outstanding balance of the account during the year. The interest rate will be the rate in effect on the date of the statement. Other details on your account are shown on the statement.

Payment instructions: You may pay by mail, by check, or by money order.

Request for Credit Balance

Writing Flight's Summary. Write a summary of the flight if you think there is an error on your letter. Give us the following information:

Account Information:

Order amoxicillin. The

.. Description of the Project ..

3. Describe the service you are requesting. If you are requesting a service that is not listed, please describe the service in the space provided.

• We cannot try to collect

The charge in question made a mistake, you

... Who you do not hav-

• We can apply any unit

CREDIT CARDS

information about your Club and to receive your regular monthly trade mark of American Airlines.

TO RECONCILE YOUR CHECKBOOK WITH THIS STATEMENT FOLLOW THESE SIMPLE STEPS	
1. List in your checkbook any deposits, withdrawals and service charges which are shown on your statement, but not recorded in your checkbook. Adjust your checkbook accordingly.	
2. Mark off in your checkbook all checks paid, withdrawals, or deposits listed on your statement.	
3. List and total in the "Checks and Other Withdrawals Outstanding" column below all issued checks that have not been paid by Citibank together with any applicable check charges and all withdrawals made from your account since your last statement.	
4. Deduct from your checkbook balance any service or other charges (including pre-authorized transfers or automatic deductions) that you have not already deducted.	
5. Add to your checkbook balance any interest-earned deposit shown on this statement.	
6. List the ending balance at the end of the Checking Activity section.	
7. Add deposits or transfers you recorded which are not shown on this statement.	
8. Total (6 and 7 above).	
9. Enter Total Checks & Other Withdrawals (see below).	
10. Balance (8 less 9 should equal Checkbook balance).	
Checks and Other Withdrawals Outstanding (made by you but not yet indicated as paid on your statement)	
Number or Date	Amount
Sum of check charges on above, if applicable	
Total	

Citybank is an Equal Housing Lender.

Checking Plus, MasterCard, Visa, Citibank Preferred Visa, Citibank Platinum Select, Citigold, Citiphone Banking are registered service marks of Citigroup, Inc.

Our Privacy Notice for New Customers



Our goal is to maintain your trust and confidence when handling personal information about you.

YOU HAVE CHOICES

As a Citibank* customer you have the opportunity to make choices about how personal information about you may be shared and used. As you consider this, we encourage you to make choices that enable us to provide you with quality products and services that help you meet your financial needs and objectives.

SECURITY OF PERSONAL INFORMATION

The security of personal information about you is our priority. We protect this information by maintaining physical, electronic, and procedural safeguards that meet applicable law. We train our employees in the proper handling of personal information. When we use other companies to provide services for us, we require them to protect the confidentiality of personal information they receive.

ABOUT THIS NOTICE

This notice tells you how we collect, handle, and disclose personal information about you and how you can limit this disclosure. It also tells you how you may limit our affiliates from using certain information to market their products or services to you. Please see the **Privacy Choices Form** on page 3 of this notice for how to make your choices. If you are a joint account holder, we will accept instructions from either of you and apply them to the entire account.

This notice applies to both current and former customers. We may change this notice from time to time. If we do, we will notify you as required by applicable law.

Personal Information We Collect and May Disclose

The personal information we collect about you comes from the following sources:

- Information we receive from you, such as your name, address, and telephone number;
- Information about your transactions, such as your account balances, payment history, and account activity, and
- Information we receive from consumer reporting agencies and other sources, such as your credit bureau report and your credit score.

We may disclose any of the above information that we collect to affiliates and nonaffiliated third parties as described below.

The term "personal information," as used in this notice, means information that identifies you personally. We may use information which does not personally identify you to help manage our businesses and to provide us, our affiliates, and other companies insight into consumer spending behavior. We may do this even if you ask us to limit disclosure of personal information about you, as described in the **Privacy Choices Form**.

Affiliates to Whom We May Disclose Personal Information

Our affiliates are the family of companies controlled by Citigroup. Affiliates to whom we may disclose personal information about you are in several different businesses, including banking, credit cards, consumer finance, insurance, and securities. Our affiliates include those doing business under the Citi name, such as CitiFinancial and CitiMortgage, as well as others.

Nonaffiliated Third Parties to Whom We May Disclose Personal Information

Nonaffiliated third parties are those not part of the family of companies controlled by Citigroup. We may disclose personal information about you to the following types of nonaffiliated third parties:

- Financial services providers, such as companies engaged in banking, credit cards, consumer finance, securities, and insurance, and
- Non-financial companies, such as companies engaged in direct marketing and the selling of consumer products and services.

If you fill in **Box 1** on the **Privacy Choices Form**, we will not disclose personal information about you to nonaffiliated third parties except as follows. First, we may disclose personal information about you as described above in "Personal Information We Collect and May Disclose" to third parties that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements. Second, we may disclose personal information about you to third parties as permitted by law, such as disclosures necessary to process and service your account, to protect against fraud, and to protect the security or confidentiality of our records.

* All references to Citibank refer to the Citibank, N.A. retail banking business in the United States.

YOUR PRIVACY CHOICES

This section describes your privacy choices. Please remember that we will continue to protect personal information about you regardless of your privacy choices.

If you are a customer of another Citigroup affiliate or Citibank business and you receive its privacy notice, you should also review that privacy notice since you may need to separately notify that entity of your privacy choices.

Limit Disclosure to Nonaffiliated Third Parties (Box 1)

As described in this notice, we will limit the personal information about you that we disclose to nonaffiliated third parties if you fill in **Box 1** on the **Privacy Choices Form**.

Limit Sharing with Citigroup Affiliates (Box 2)

Our ability to share information with our affiliates helps us to more easily provide you with quality products and services to meet your financial needs and goals.

The law allows us to share with our affiliates information about our transactions or experiences with you, such as your account history, and also your name, address, and telephone number. Unless otherwise permitted by law, we will not share with our affiliates other information that you provide to us or that we obtain from third parties (for instance, credit bureaus) if you fill in **Box 2** on the **Privacy Choices Form**.

Limit Marketing by Citigroup Affiliates (Box 3)

Federal law gives you the right to limit some, but not all marketing from our affiliates. You may limit our affiliates from marketing their products and services to you based upon personal information about you that we collect and share with them. This information may include your account history with us and your credit score. If you fill in **Box 3** on the **Privacy Choices Form**, we will tell our affiliates to limit their marketing to you based upon this information, unless otherwise permitted by law, such as if you currently do business with one of our affiliates.

Information for Vermont and California Customers

In response to Vermont regulation, we will automatically treat accounts with Vermont home addresses as if you filled in **Box 1**, **Box 2** and **Box 3** on the **Privacy Choices Form**. And if we disclose personal information about you to nonaffiliated third parties with whom we have joint marketing agreements, we will only disclose your name, address, other contact information, and information about our transactions or experiences with you.

In response to California law, we will automatically treat accounts with California home addresses as if you filled in **Box 1** on the **Privacy Choices Form** and will not disclose personal information about you to nonaffiliated third parties except as permitted by the applicable California law. We will also limit the sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us. To further restrict sharing with and marketing by affiliates as described in this notice, you can fill in **Box 2** and **Box 3** on the **Privacy Choices Form**.

PRIVACY CHOICES FORM

Your Choices to Limit Information Sharing and Marketing

To limit disclosures of personal information about you, or to limit marketing offers by our affiliates, as described in this notice, you can call us toll free at the number shown below. Or you can fill in the appropriate box or boxes to indicate your privacy choices and send the form to the address listed below.

1. ☐ Limit the personal information about me that you disclose to nonaffiliated third parties.
2. ☐ Limit the personal information about me that you share with Citigroup affiliates.
3. ☐ Limit Citigroup affiliates from marketing to me using personal information about me that you share with them.

The privacy choices you make will apply until you tell us to make a change. If you already made any of these privacy choices with us, you need not make that choice again.

Please allow approximately 30 days from our receipt of your privacy choices for them to become effective.

**My Citibank® Banking Card or
Citibank account number is:** _____

(PLEASE PRINT)

Name _____

☐ Please fill in this box if you are providing a new address

Address _____

City _____ State _____ ZIP _____

If you filled in any of the boxes above,
please mail this form in a stamped envelope to:

**Citibank Processing Center
Mail Stop CBL
P.O. Box 769022
San Antonio, TX 78245-9022**

**Or call us toll-free at 1-888-214-0017
to inform us of your privacy choices**

Client Manual Consumer Accounts

U.S. Markets
Effective October 28, 2013

Customer Agreement: What you need to know

Welcome to Citibank and thank you for choosing us for your banking needs.

This manual contains some important information you should know about your deposit relationship with Citibank. It is an agreement between you and us. From Account Transactions to Electronic Banking and beyond, we want you to understand how our products and services work, as well as to understand some of the important responsibilities that exist – yours and ours.

Some of these responsibilities are the same for every customer, no matter where you live. Others are different based on specific state laws. Some are described in additional agreements. Together, these documents provide basic terms and conditions of our deposit relationship.

Please review this Client Manual thoroughly – and keep it for future reference. And if you have any questions, please call us anytime at 1-888-CITIBANK, join us online at Citibank.com or visit us at your local branch.



**Exhibit C -- Declaration of Bertram Hirsch in Support of Plaintiffs'
Opposition to Defendant's Motion to Compel Arbitration and Stay the Action,
dated April 12, 2012
[See pp. JA 123 - JA 126]**